

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 246 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-05-R-0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 31 Mar 2005	
				6. REQUISITION/PURCHASE NO. W81W3G-0A76-0002			
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>			
CODE W912DR				CODE			
TEL:				TEL:			
FAX:				FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>04:00 PM</u> local time <u>14 Jul 2005</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MARY C ROBERTSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-962-3788		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 106	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		107	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		108	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		109 - 115	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		116 - 127	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		128 - 130	X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS		131 - 138			
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## Section B - Supplies or Services and Prices

**INSTRUCTIONS FOR BID SCHEDULE**

**Services Required/Place of Performance:** The Service Provider (SP) shall operate, maintain, repair, improve and construct real property, facilities, improvements and equipment and provide related services as specified, necessary to perform Facilities Maintenance Services for the United States Army Corps of Engineers (USACE) Engineering Research and Development Center (ERDC), in accordance with the following information: (1) Performance Work Statement (PWS); (2) all terms and conditions identified by reference and in full text; (3) all attachments and technical exhibits and publications; and, (4) the schedule and prices of this contract.

**Schedule/Pricing:** The period of performance consists of a base period for 12 months and four one-year options. The unit prices offered are all inclusive taking into consideration any transportation costs, cost of living increases, inflation, etc. for each additional year beyond the base period to include each option year. Composite rates include direct labor, health & welfare benefits, FICA, FUTA and all other fringe benefits, overhead, general and administrative expenses and profit. (This excludes any wage increases required by the Department of Labor). Line Items 0001, 0002, 0003, 0004, 1002, 1003, 2002, 2003, 3002, 3003, 4002, and 4003 are for informational purposes only. All Sub Line Items are to be priced by all offerors, to include the Agency Tender.

**FIRM FIXED PRICE WORK:** Sub CLINS under 0001, 0002, 0003, 1002, 2002, 3002, and 4002 shall be firm fixed price.

**TIMES AND MATERIAL WORK:** Sub CLINS under 0004, 1003, 2003, 3003, and 4003 shall be based on work orders issued on time and materials.

**REQUIREMENTS WORK:** CLINS 0004, 1003, 2003, 3003 and 4003 are for services that will be requested from the SP on an "as needed basis". The SP shall provide a fully burdened hourly rate for each labor category.

**COMPOSITE LABOR RATES:** The composite labor rate for each job category shall consist of direct wages, health and welfare benefits, FICA, FUTA, and other fringe benefits as listed in the applicable wage determination/decision incorporated as Attachments, operational and material overhead, and profit. It shall also include all costs associated with the SP's use of government furnished property and equipment. All labor rates offered below will be subject to adjustment upon receipt and incorporation of a revised wage determination/decision.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In Period for the USACE, FFP Engineering Research and Development Center (ERDC) PURCHASE REQUEST NUMBER: W81W3G-0A76-0002		Lump Sum		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Phase-In Period of Administrative Costs FFP in accordance with the Performance Work Statement (PWS) Contained in Section C. This CLIN is for the Vicksburg, Mississippi Site Only.	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Phase-In Period of Administrative Costs FFP in accordance with the Performance Work Statement (PWS) Contained in Section C. This CLIN is for the Hanover, New Hampshire Site Only.	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002

Labor to perform services for the  
FFP

implementation of the Contractor Manpower Reporting as described in Section G,  
Reporting of Contractor Manpower Data Elements. These services will be for the  
length of the contract performance, to include the phase-in period. The Agency  
Tender is not required to bid on this CLIN or any SubCLINs.

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002AA

1

Each

Labor to Perform Reporting of  
FFP

Contractor Manpower Data Elements - Phase-In Period and Base Period

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002AB

1

Each

OPTION

Labor to Perform Reporting of  
FFP

Contractor Manpower Data Elements - Option Year 1

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Labor to Perform Reporting of FFP Contractor Manpower Data Elements - Option Year 2	1	Each		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Labor to Perform Reporting of FFP Contractor Manpower Data Elements - Option Year 3	1	Each		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Labor to Perform Reporting of FFP Contractor Manpower Data Elements - Option Year 4	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Perform DPW Services FFP Furnish all necessary resources to perform the required Directorate of Public Works services as specified in the attached Performance Work Statement. Base Contract Period includes CLINS 0003 and 0004 and all SubClins. Service Contract Act wage rates will apply to CLIN 0003 (and all SubClins). Period of Performance begins at the conclusion of the 180 day Phase-In Period (Line Item 0001, 0001AA, and 0001AB).				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		12	Months		
	Administrative Costs - Vicksburg Site				
	FFP				
	Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		12	Months		
	Clean Debris from the Entrance Gates and				
	FFP				
	Hydraulic Barriers - Vicksburg Site - Service to be performed on a monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		12	Months		
	Treat Sanitary Sewer Manholes and Lift				
	FFP				
	Stations - Vicksburg Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Test Fire Hydrants - Vicksburg Site FFP Service to be performed on an annual basis.	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Inspect Aerial Distribution Lines - FFP Vicksburg Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Inspect the Emergency Lighting Systems FFP and Exit Lights - Vicksburg Site - Services to be performed on semi-annual basis.	2	Each		

---

NET AMT



FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BA	Administrative Costs - Hanover Site FFP Services to be performed on monthly basis	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BB	Clean Debris from the Hydraulic Barriers FFP - Hanover Site - Service to be performed on a monthly basis.	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BC	Check Backflow Preventers - Hanover Site FFP Service to be performed on semi-annual basis.	2	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BD	Read Water Meters - Hanover Site FFP Service to be performed on quarterly basis.	4	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BE	Inspect Above Ground Fuel Tanks, Test FFP Sensors for Below Ground Fuel Tanks, and Record Fuel Oil Levels - Hanover Site - Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BF	Inspection of Emergency Generators FFP Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BG	Inspection of Emergency Eyewash Stations FFP and/or Showers - Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BH	Inspect Reverse Osmosis (RO) Water FFP System - Hanover Site - Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BJ	Inspection of Emergency Lighting Systems FFP and Exit Lights - Hanover Site - Service to be performed on semi-annual basis	2	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BK	HVAC Operational Duties - Hanover Site FFP - Service to be performed on monthly basis	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BL	HVAC Preventive Maintenance - Hanover FFP Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BM	Refrigeration Operational Duties FFP Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BN	Refrigeration Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BP	Operation of TCE Plant - Hanover FFP Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BQ	Water Sampling and Permit Reporting - FFP Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003BR	TCE Plant Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Perform DPW UNSCHEDULED Tasks T&M Furnish all necessary resources to perform the required Directorate of Public Works services on an "as-needed basis" as specified in the attached Performance Work Statement. Base Contract Period includes CLINS 0003 and 0004 and all SubClins. SubCLINS 0004AA - 0004AP apply to the Vicksburg Site. SubCLINS 0004BA - 0004BS apply to the Hanover Site. Period of Performance begins at the conclusion of the 180 day Phase-In Period (Line Item 0001, 0001AA, and 0001AB). Davis Bacon Wage Rates will apply to CLIN 0004 (and all SubCLINs).				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Laborer - Vicksburg Site T&M	1,360	Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		3,552	Hours		
	Carpentry Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		3,052	Hours		
	Carpenter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		1,776	Hours		
	Wood Crafter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Cement Worker - Vicksburg Site T&M	3,552	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Cement Finisher - Vicksburg Site T&M	1,776	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Electrical Worker - Vicksburg Site T&M	3,052	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	Electrician - Vicksburg Site T&M	1,276	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ	High-Voltage Electrician - Vicksburg T&M Site	5,296	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK	Equipment Operator - Vicksburg Site T&M	1,776	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL	Masonry Worker - Vicksburg Site T&M	500	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AM	Mason - Vicksburg Site T&M	500	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN	Painter - Vicksburg Site T&M	1,776	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AP	Plumber - Vicksburg Site T&M	5,086	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BA	Laborer - Hanover Site T&M	3,528	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BB	Carpentry Worker - Hanover Site T&M	1,688	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BC	Carpenter - Hanover Site T&M	888	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BD	Wood Crafter - Hanover Site T&M	1,288	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BE	Cement Worker - Hanover Site T&M	44	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BF	Cement Finisher - Hanover Site T&M	44	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BG	Electrical Worker - Hanover Site T&M	1,582	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BH	Electrician - Hanover Site T&M	1,776	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BJ	Equipment Operator - Hanover Site T&M	400	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BK	HVAC Equipment Operator - Hanover Site T&M	600	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BL	HVAC Maintenance Mechanic - Hanover Site T&M	1,720	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BM	Masonry Worker - Hanover Site T&M	44	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BN	Mason - Hanover Site T&M	44	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BP	Painter - Hanover Site T&M	888	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BQ	Pipe Fitter - Hanover Site T&M	1,776	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BR	Plumber - Hanover Site T&M	1,032	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BS	Welder - Hanover Site T&M	444	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Perform DPW Services FFP Furnish all necessary resources to perform the required Directorate of Public Works services as specified in the attached Performance Work Statement. First Option Period includes CLINS 1002 and 1003 and all SubCLINs. Service Contract Act rates will apply to CLIN 1002 (and all SubCLINs).				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	Administrative Costs - Vicksburg Site FFP Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	Clean Debris from the Entrance Gates and FFP Hydraulic Barriers - Vicksburg Site - Service to be performed on a monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		12	Months		
OPTION	Treat Sanitary Sewer Manholes and Lift FFP Stations - Vicksburg Site - Service to be performed on monthly basis.				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD		1	Each		
OPTION	Test Fire Hydrants - Vicksburg Site FFP Service to be performed on an annual basis.				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE		1	Each		
OPTION	Inspect Aerial Distribution Lines - FFP Vicksburg Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF		2	Each		
OPTION	Inspect the Emergency Lighting Systems FFP and Exit Lights - Vicksburg Site - Services to be performed on semi-annual basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BA		12	Months		
OPTION	Administrative Costs - Hanover Site FFP Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BB		12	Months		
OPTION	Clean Debris from the Hydraulic Barriers FFP - Hanover Site - Service to be performed on a monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BC		2	Each		
OPTION	Check Backflow Preventers - Hanover Site FFP Service to be performed on semi-annual basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BD		4	Each		
OPTION	Read Water Meters - Hanover Site FFP Service to be performed on quarterly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BE		12	Months		
OPTION	Inspect Above Ground Fuel Tanks, Test FFP Sensors for Below Ground Fuel Tanks, and Record Fuel Oil Levels - Hanover Site - Service to be performed on monthly basis.				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BF		12	Months		
OPTION	Inspection of Emergency Generators FFP Hanover Site - Service to be performed on monthly basis				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BG		12	Months		
OPTION	Inspection of Emergency Eyewash Stations FFP and/or Showers - Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BH		12	Months		
OPTION	Inspect Reverse Osmosis (RO) Water FFP System - Hanover Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BJ		2	Each		
OPTION	Inspection of Emergency Lighting Systems FFP and Exit Lights - Hanover Site - Service to be performed on semi-annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BK		12	Months		
OPTION	HVAC Operational Duties - Hanover Site FFP - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BL		1	Each		
OPTION	HVAC Preventive Maintenance - Hanover FFP Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BM		12	Months		
OPTION	Refrigeration Operational Duties FFP Hanover Site - Service to be performed on monthly basis				

---

NET AMT



FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BN OPTION	Refrigeration Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis	1	Each		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BP OPTION	Operation of TCE Plant - Hanover FFP Site - Service to be performed on monthly basis	12	Months		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BQ		12	Months		
OPTION	Water Sampling and Permit Reporting - FFP				
	Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002BR		1	Each		
OPTION	TCE Plant Preventive Maintenance - FFP				
	Hanover Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003					
OPTION	Perform DPW UNSCHEDULED Tasks				
	T&M				
	Furnish all necessary resources to perform the required Directorate of Public Works services on an "as-needed basis" as specified in the attached Performance Work Statement. First Option Period includes CLINS 1002 and 1003 and all SubClins. SubCLINS 1003AA - 1003AP apply to the Vicksburg Site. SubCLINS 1003BA - 1003BS apply to the Hanover Site. Davis Bacon Wage Rates will apply to CLIN 1003 (and all SubCLINS).				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		1,360	Hours		
OPTION	Laborer - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB		3,552	Hours		
OPTION	Carpentry Worker - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC		3,052	Hours		
OPTION	Carpenter - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AD		1,776	Hours		
OPTION	Wood Crafter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AE		3,552	Hours		
OPTION	Cement Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AF		1,776	Hours		
OPTION	Cement Finisher - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AG		3,052	Hours		
OPTION	Electrical Worker - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AH		1,276	Hours		
OPTION	Electrician - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AJ		5,296	Hours		
OPTION	High-Voltage Electrician - Vicksburg T&M Site				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AK		1,776	Hours		
OPTION	Equipment Operator - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AL		500	Hours		
OPTION	Masonry Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AM		500	Hours		
OPTION	Mason - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AN		1,776	Hours		
OPTION	Painter - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AP		5,086	Hours		
OPTION	Plumber - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BA		3,528	Hours		
OPTION	Laborer - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BB		1,688	Hours		
OPTION	Carpentry Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BC		888	Hours		
OPTION	Carpenter - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BD		1,288	Hours		
OPTION	Wood Crafter - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BE		44	Hours		
OPTION	Cement Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BF		44	Hours		
OPTION	Cement Finisher - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BG		1,582	Hours		
OPTION	Electrical Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BH		1,776	Hours		
OPTION	Electrician - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BJ		400	Hours		
OPTION	Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BK		600	Hours		
OPTION	HVAC Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BL		1,720	Hours		
OPTION	HVAC Maintenance Mechanic - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BM		44	Hours		
OPTION	Masonry Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BN		44	Hours		
OPTION	Mason - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BP		888	Hours		
OPTION	Painter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BQ		1,776	Hours		
OPTION	Pipe Fitter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BR		1,032	Hours		
OPTION	Plumber - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003BS		444	Hours		
OPTION	Welder - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					
OPTION	Perform DPW Services FFP Furnish all necessary resources to perform the required Directorate of Public Works services as specified in the attached Performance Work Statement. Second Option Period includes CLINS 2002 and 2003 and all SubClins. Service Contract Act rates will apply to CLIN 2002 (and all SubClins).				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA		12	Months		
OPTION	Administrative Costs - Vicksburg Site FFP Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	Clean Debris from the Entrance Gates and FFP Hydraulic Barriers - Vicksburg Site - Service to be performed on a monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC OPTION	Treat Sanitary Sewer Manholes and Lift FFP Stations - Vicksburg Site - Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD OPTION	Test Fire Hydrants - Vicksburg Site FFP Service to be performed on an annual basis.	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE OPTION	Inspect Aerial Distribution Lines - FFP Vicksburg Site - Service to be performed on annual basis	1	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF OPTION	Inspect the Emergency Lighting Systems FFP and Exit Lights - Vicksburg Site - Services to be performed on semi-annual basis.	2	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BA		12	Months		
OPTION	Administrative Costs - Hanover Site FFP Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BB		12	Months		
OPTION	Clean Debris from the Hydraulic Barriers FFP - Hanover Site - Service to be performed on a monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BC		2	Each		
OPTION	Check Backflow Preventers - Hanover Site FFP Service to be performed on semi-annual basis.				

---

NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BD OPTION	Read Water Meters - Hanover Site FFP Service to be performed on quarterly basis.	4	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BE OPTION	Inspect Above Ground Fuel Tanks, Test FFP Sensors for Below Ground Fuel Tanks, and Record Fuel Oil Levels - Hanover Site - Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BF OPTION	Inspection of Emergency Generators FFP Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BG OPTION	Inspection of Emergency Eyewash Stations FFP and/or Showers - Hanover Site - Service to be performed on monthly basis	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BH OPTION	Inspect Reverse Osmosis (RO) Water FFP System - Hanover Site - Service to be performed on monthly basis.	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BJ OPTION	Inspection of Emergency Lighting Systems FFP and Exit Lights - Hanover Site - Service to be performed on semi-annual basis	2	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BK OPTION	HVAC Operational Duties - Hanover Site FFP - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BL OPTION	HVAC Preventive Maintenance - Hanover FFP Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BM		12	Months		
OPTION	Refrigeration Operational Duties FFP Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BN		1	Each		
OPTION	Refrigeration Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BP		12	Months		
OPTION	Operation of TCE Plant - Hanover FFP Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BQ		12	Months		
OPTION	Water Sampling and Permit Reporting - FFP				
	Hanover Site - Service to be performed on monthly basis				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BR		1	Each		
OPTION	TCE Plant Preventive Maintenance - FFP				
	Hanover Site - Service to be performed on annual basis				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003					
OPTION	Perform DPW UNSCHEDULED Tasks				

T&amp;M

Furnish all necessary resources to perform the required Directorate of Public Works services on an "as-needed basis" as specified in the attached Performance Work Statement. First Option Period includes CLINS 2002 and 2003 and all SubCLINS. SubCLINS 2003AA - 2003AP apply to the Vicksburg Site. SubCLINS 2003BA - 2003BS apply to the Hanover Site. Davis Bacon Wage Rates will apply to CLIN 2003 (and all SubCLINS).

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA		1,360	Hours		
OPTION	Laborer - Vicksburg Site				

T&amp;M

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB		3,552	Hours		
OPTION	Carpentry Worker - Vicksburg Site				

T&amp;M

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC		3,052	Hours		
OPTION	Carpenter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AD		1,776	Hours		
OPTION	Wood Crafter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AE		3,552	Hours		
OPTION	Cement Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AF		1,776	Hours		
OPTION	Cement Finisher - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AG		3,052	Hours		
OPTION	Electrical Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AH		1,276	Hours		
OPTION	Electrician - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AJ		5,296	Hours		
OPTION	High-Voltage Electrician - Vicksburg				
	T&M				
	Site				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AK		1,776	Hours		
OPTION	Equipment Operator - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AL		500	Hours		
OPTION	Masonry Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AM		500	Hours		
OPTION	Mason - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AN		1,776	Hours		
OPTION	Painter - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AP		5,086	Hours		
OPTION	Plumber - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BA		3,528	Hours		
OPTION	Laborer - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BB		1,688	Hours		
OPTION	Carpentry Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BC		888	Hours		
OPTION	Carpenter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BD		1,288	Hours		
OPTION	Wood Crafter - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BE		44	Hours		
OPTION	Cement Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BF		44	Hours		
OPTION	Cement Finisher - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BG		1,582	Hours		
OPTION	Electrical Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BH		1,776	Hours		
OPTION	Electrician - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BJ		400	Hours		
OPTION	Equipment Operator - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BK		600	Hours		
OPTION	HVAC Equipment Operator - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BL		1,720	Hours		
OPTION	HVAC Maintenance Mechanic - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BM		44	Hours		
OPTION	Masonry Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BN		44	Hours		
OPTION	Mason - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BP		888	Hours		
OPTION	Painter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BQ		1,776	Hours		
OPTION	Pipe Fitter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BR		1,032	Hours		
OPTION	Plumber - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003BS		444	Hours		
OPTION	Welder - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					
OPTION	Perform DPW Services FFP Furnish all necessary resources to perform the required Directorate of Public Works services as specified in the attached Performance Work Statement. Third Option Period includes CLINS 3002 and 3003 and all SubClins. Service Contract Act rates will apply to CLIN 3002 (and all SubClins).				

---

NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA		12	Months		
OPTION	Administrative Costs - Vicksburg Site FFP Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB		12	Months		
OPTION	Clean Debris from the Entrance Gates and FFP Hydraulic Barriers - Vicksburg Site - Service to be performed on a monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AC		12	Months		
OPTION	Treat Sanitary Sewer Manholes and Lift FFP Stations - Vicksburg Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AD OPTION	Test Fire Hydrants - Vicksburg Site FFP Service to be performed on an annual basis.	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AE OPTION	Inspect Aerial Distribution Lines - FFP Vicksburg Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AF OPTION	Inspect the Emergency Lighting Systems FFP and Exit Lights - Vicksburg Site - Services to be performed on semi-annual basis.	2	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BA OPTION	Administrative Costs - Hanover Site FFP Service to be performed on monthly basis.	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BB OPTION	Clean Debris from the Hydraulic Barriers FFP - Hanover Site - Service to be performed on a monthly basis.	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BC		2	Each		
OPTION	Check Backflow Preventers - Hanover Site FFP Service to be performed on semi-annual basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BD		4	Each		
OPTION	Read Water Meters - Hanover Site FFP Service to be performed on quarterly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BE		12	Months		
OPTION	Inspect Above Ground Fuel Tanks, Test FFP Sensors for Below Ground Fuel Tanks, and Record Fuel Oil Levels - Hanover Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BF		12	Months		
OPTION	Inspection of Emergency Generators FFP Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BG		12	Months		
OPTION	Inspection of Emergency Eyewash Stations FFP and/or Showers - Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BH		12	Months		
OPTION	Inspect Reverse Osmosis (RO) Water FFP System - Hanover Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BJ OPTION	Inspection of Emergency Lighting Systems FFP and Exit Lights - Hanover Site - Service to be performed on semi-annual basis	2	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BK OPTION	HVAC Operational Duties - Hanover Site FFP - Service to be performed on monthly basis	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BL		1	Each		
OPTION	HVAC Preventive Maintenance - Hanover FFP				
	Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BM		12	Months		
OPTION	Refrigeration Operational Duties FFP				
	Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BN		1	Each		
OPTION	Refrigeration Preventive Maintenance - FFP				
	Hanover Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BP		12	Months		
OPTION	Operation of TCE Plant - Hanover FFP Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BQ		12	Months		
OPTION	Water Sampling and Permit Reporting - FFP Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002BR		1	Each		
OPTION	TCE Plant Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis				

---

NET AMT



FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Perform DPW UNSCHEDULED Tasks T&M Furnish all necessary resources to perform the required Directorate of Public Works services on an "as-needed basis" as specified in the attached Performance Work Statement. Third Option Period includes CLINS 3002 and 3003 and all SubClins. SubCLINS 3003AA - 3003AP apply to the Vicksburg Site. SubCLINS 3003BA - 3003BS apply to the Hanover Site. Davis Bacon Wage Rates apply to CLIN 3003 (and all SubCLINS).				
TOT ESTIMATED PRICE					
CEILING PRICE					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA OPTION	Laborer - Vicksburg Site T&M	1,360	Hours		
TOT ESTIMATED PRICE					
CEILING PRICE					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB		3,552	Hours		
OPTION	Carpentry Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC		3,052	Hours		
OPTION	Carpenter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AD		1,776	Hours		
OPTION	Wood Crafter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AE		3,552	Hours		
OPTION	Cement Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AF		1,776	Hours		
OPTION	Cement Finisher - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AG		3,052	Hours		
OPTION	Electrical Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AH		1,276	Hours		
OPTION	Electrician - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AJ		5,296	Hours		
OPTION	High-Voltage Electrician - Vicksburg T&M Site				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AK		1,776	Hours		
OPTION	Equipment Operator - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AL		500	Hours		
OPTION	Masonry Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AM		500	Hours		
OPTION	Mason - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AN		1,776	Hours		
OPTION	Painter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AP		5,086	Hours		
OPTION	Plumber - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BA		3,528	Hours		
OPTION	Laborer - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BB		1,688	Hours		
OPTION	Carpentry Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BC		888	Hours		
OPTION	Carpenter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BD		1,288	Hours		
OPTION	Wood Crafter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BE		44	Hours		
OPTION	Cement Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BF		44	Hours		
OPTION	Cement Finisher - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BG		1,582	Hours		
OPTION	Electrical Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BH		1,776	Hours		
OPTION	Electrician - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BJ		400	Hours		
OPTION	Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BK		600	Hours		
OPTION	HVAC Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BL		1,720	Hours		
OPTION	HVAC Maintenance Mechanic - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BM		44	Hours		
OPTION	Masonry Worker - Hanover Site T&M				

TOT ESTIMATED PRICE  
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BN		44	Hours		
OPTION	Mason - Hanover Site T&M				

TOT ESTIMATED PRICE  
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BP		888	Hours		
OPTION	Painter - Hanover Site T&M				

TOT ESTIMATED PRICE  
CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BQ		1,776	Hours		
OPTION	Pipe Fitter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BR		1,032	Hours		
OPTION	Plumber - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003BS		444	Hours		
OPTION	Welder - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Perform DPW Services FFP Furnish all necessary resources to perform the required Directorate of Public Works services as specified in the attached Performance Work Statement. Fourth Option Period includes CLINS 4002 and 4003 and all SubClins. Service Contract Act rates will apply to CLIN 4002 (and all SubClins).				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	Administrative Costs - Vicksburg Site FFP Service to be performed on monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB OPTION	Clean Debris from the Entrance Gates and FFP Hydraulic Barriers - Vicksburg Site - Service to be performed on a monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AC		12	Months		
OPTION	Treat Sanitary Sewer Manholes and Lift FFP Stations - Vicksburg Site - Service to be performed on monthly basis.				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AD		1	Each		
OPTION	Test Fire Hydrants - Vicksburg Site FFP Service to be performed on an annual basis.				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AE		1	Each		
OPTION	Inspect Aerial Distribution Lines - FFP Vicksburg Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AF		2	Each		
OPTION	Inspect the Emergency Lighting Systems FFP and Exit Lights - Vicksburg Site - Services to be performed on semi-annual basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BA		12	Months		
OPTION	Administrative Costs - Hanover Site FFP Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BB OPTION	Clean Debris from the Hydraulic Barriers FFP - Hanover Site - Service to be performed on a monthly basis.	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BC OPTION	Check Backflow Preventers - Hanover Site FFP Service to be performed on semi-annual basis.	2	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BD OPTION	Read Water Meters - Hanover Site FFP Service to be performed on quarterly basis.	4	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BE		12	Months		
OPTION	Inspect Above Ground Fuel Tanks, Test FFP Sensors for Below Ground Fuel Tanks, and Record Fuel Oil Levels - Hanover Site - Service to be performed on monthly basis.				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BF		12	Months		
OPTION	Inspection of Emergency Generators FFP Hanover Site - Service to be performed on monthly basis				
NET AMT					

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BG		12	Months		
OPTION	Inspection of Emergency Eyewash Stations FFP and/or Showers - Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BH		12	Months		
OPTION	Inspect Reverse Osmosis (RO) Water FFP System - Hanover Site - Service to be performed on monthly basis.				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BJ		2	Each		
OPTION	Inspection of Emergency Lighting Systems FFP and Exit Lights - Hanover Site - Service to be performed on semi-annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BK OPTION	HVAC Operational Duties - Hanover Site FFP - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BL OPTION	HVAC Preventive Maintenance - Hanover FFP Site - Service to be performed on annual basis	1	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BM OPTION	Refrigeration Operational Duties FFP Hanover Site - Service to be performed on monthly basis	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BN OPTION	Refrigeration Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis	1	Each		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BP OPTION	Operation of TCE Plant - Hanover FFP Site - Service to be performed on monthly basis	12	Months		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BQ		12	Months		
OPTION	Water Sampling and Permit Reporting - FFP Hanover Site - Service to be performed on monthly basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002BR		1	Each		
OPTION	TCE Plant Preventive Maintenance - FFP Hanover Site - Service to be performed on annual basis				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003					
OPTION	Perform DPW UNSCHEDULED Tasks T&M Furnish all necessary resources to perform the required Directorate of Public Works services on an "as-needed basis" as specified in the attached Performance Work Statement. Fourth Option Period includes CLINS 4003 and 4004 (and all SubClins). SubCLINS 4003AA - 4003AP apply to the Vicksburg Site. SubCLINS 4003BA - 4003BS apply to the Hanover Site. Davis Bacon Wage Rates apply to CLIN 4003 (and all SubCLINS).				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA		1,360	Hours		
OPTION	Laborer - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB		3,552	Hours		
OPTION	Carpentry Worker - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AC		3,052	Hours		
OPTION	Carpenter - Vicksburg Site T&M				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AD		1,776	Hours		
OPTION	Wood Crafter - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AE		3,552	Hours		
OPTION	Cement Worker - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AF		1,776	Hours		
OPTION	Cement Finisher - Vicksburg Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AG		3,052	Hours		
OPTION	Electrical Worker - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AH		1,276	Hours		
OPTION	Electrician - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AJ		5,296	Hours		
OPTION	High-Voltage Electrician - Vicksburg T&M Site				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AK		1,776	Hours		
OPTION	Equipment Operator - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AL		500	Hours		
OPTION	Masonry Worker - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AM		500	Hours		
OPTION	Mason - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AN		1,776	Hours		
OPTION	Painter - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AP		5,086	Hours		
OPTION	Plumber - Vicksburg Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BA		3,528	Hours		
OPTION	Laborer - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BB		1,688	Hours		
OPTION	Carpentry Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BC		888	Hours		
OPTION	Carpenter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BD		1,288	Hours		
OPTION	Wood Crafter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BE		44	Hours		
OPTION	Cement Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BF		44	Hours		
OPTION	Cement Finisher - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BG		1,582	Hours		
OPTION	Electrical Worker - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BH		1,776	Hours		
OPTION	Electrician - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BJ		400	Hours		
OPTION	Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BK		600	Hours		
OPTION	HVAC Equipment Operator - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BL		1,720	Hours		
OPTION	HVAC Maintenance Mechanic - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BM		44	Hours		
OPTION	Masonry Worker - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BN		44	Hours		
OPTION	Mason - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BP		888	Hours		
OPTION	Painter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BQ		1,776	Hours		
OPTION	Pipe Fitter - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BR		1,032	Hours		
OPTION	Plumber - Hanover Site T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003BS		444	Hours		
OPTION	Welder - Hanover Site				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

FOB: Destination

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

All performance hereunder shall be accomplished in accordance with the Performance Work Statement (PWS) and the Contract Terms and Conditions. The Contract PWS is attached hereto and incorporated hereunder as an attachment to Section J, "U.S. Army Corps of Engineers, Directorate of Public Works, Performance Work Statement", under this solicitation.

(END OF SECTION)



Section D - Packaging and Marking

MARKING

**MARKING**

All reports and/or documents and material to be delivered under the contract shall be submitted with a letter of transmittal identifying the Contract Number and applicable Contract Data Requirements List (See Technical Exhibit 6) sequence number (Block 1 of the DD Form 1423) and title or description of data (Block 2 of DD Form 1423).

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0002AE	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
0003BA	N/A	N/A	N/A	Government
0003BB	N/A	N/A	N/A	Government
0003BC	N/A	N/A	N/A	Government
0003BD	N/A	N/A	N/A	Government
0003BE	N/A	N/A	N/A	Government
0003BF	N/A	N/A	N/A	Government
0003BG	N/A	N/A	N/A	Government
0003BH	N/A	N/A	N/A	Government
0003BJ	N/A	N/A	N/A	Government
0003BK	N/A	N/A	N/A	Government
0003BL	N/A	N/A	N/A	Government
0003BM	N/A	N/A	N/A	Government
0003BN	N/A	N/A	N/A	Government
0003BP	N/A	N/A	N/A	Government
0003BQ	N/A	N/A	N/A	Government
0003BR	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government
0004AD	N/A	N/A	N/A	Government
0004AE	N/A	N/A	N/A	Government
0004AF	N/A	N/A	N/A	Government
0004AG	N/A	N/A	N/A	Government
0004AH	N/A	N/A	N/A	Government
0004AJ	N/A	N/A	N/A	Government
0004AK	N/A	N/A	N/A	Government

0004AL N/A	N/A	N/A	Government
0004AMN/A	N/A	N/A	Government
0004AN N/A	N/A	N/A	Government
0004AP N/A	N/A	N/A	Government
0004BA N/A	N/A	N/A	Government
0004BB N/A	N/A	N/A	Government
0004BC N/A	N/A	N/A	Government
0004BD N/A	N/A	N/A	Government
0004BE N/A	N/A	N/A	Government
0004BF N/A	N/A	N/A	Government
0004BG N/A	N/A	N/A	Government
0004BH N/A	N/A	N/A	Government
0004BJ N/A	N/A	N/A	Government
0004BK N/A	N/A	N/A	Government
0004BL N/A	N/A	N/A	Government
0004BM N/A	N/A	N/A	Government
0004BN N/A	N/A	N/A	Government
0004BP N/A	N/A	N/A	Government
0004BQ N/A	N/A	N/A	Government
0004BR N/A	N/A	N/A	Government
0004BS N/A	N/A	N/A	Government
1002 N/A	N/A	N/A	Government
1002AA N/A	N/A	N/A	Government
1002AB N/A	N/A	N/A	Government
1002AC N/A	N/A	N/A	Government
1002AD N/A	N/A	N/A	Government
1002AE N/A	N/A	N/A	Government
1002AF N/A	N/A	N/A	Government
1002BA N/A	N/A	N/A	Government
1002BB N/A	N/A	N/A	Government
1002BC N/A	N/A	N/A	Government
1002BD N/A	N/A	N/A	Government
1002BE N/A	N/A	N/A	Government
1002BF N/A	N/A	N/A	Government
1002BG N/A	N/A	N/A	Government
1002BH N/A	N/A	N/A	Government
1002BJ N/A	N/A	N/A	Government
1002BK N/A	N/A	N/A	Government
1002BL N/A	N/A	N/A	Government
1002BM N/A	N/A	N/A	Government
1002BN N/A	N/A	N/A	Government
1002BP N/A	N/A	N/A	Government
1002BQ N/A	N/A	N/A	Government
1002BR N/A	N/A	N/A	Government
1003 N/A	N/A	N/A	Government
1003AA N/A	N/A	N/A	Government
1003AB N/A	N/A	N/A	Government
1003AC N/A	N/A	N/A	Government
1003AD N/A	N/A	N/A	Government
1003AE N/A	N/A	N/A	Government
1003AF N/A	N/A	N/A	Government
1003AG N/A	N/A	N/A	Government
1003AH N/A	N/A	N/A	Government
1003AJ N/A	N/A	N/A	Government

1003AK N/A	N/A	N/A	Government
1003AL N/A	N/A	N/A	Government
1003AM N/A	N/A	N/A	Government
1003AN N/A	N/A	N/A	Government
1003AP N/A	N/A	N/A	Government
1003BA N/A	N/A	N/A	Government
1003BB N/A	N/A	N/A	Government
1003BC N/A	N/A	N/A	Government
1003BD N/A	N/A	N/A	Government
1003BE N/A	N/A	N/A	Government
1003BF N/A	N/A	N/A	Government
1003BG N/A	N/A	N/A	Government
1003BH N/A	N/A	N/A	Government
1003BJ N/A	N/A	N/A	Government
1003BK N/A	N/A	N/A	Government
1003BL N/A	N/A	N/A	Government
1003BM N/A	N/A	N/A	Government
1003BN N/A	N/A	N/A	Government
1003BP N/A	N/A	N/A	Government
1003BQ N/A	N/A	N/A	Government
1003BR N/A	N/A	N/A	Government
1003BS N/A	N/A	N/A	Government
2002 N/A	N/A	N/A	Government
2002AA N/A	N/A	N/A	Government
2002AB N/A	N/A	N/A	Government
2002AC N/A	N/A	N/A	Government
2002AD N/A	N/A	N/A	Government
2002AE N/A	N/A	N/A	Government
2002AF N/A	N/A	N/A	Government
2002BA N/A	N/A	N/A	Government
2002BB N/A	N/A	N/A	Government
2002BC N/A	N/A	N/A	Government
2002BD N/A	N/A	N/A	Government
2002BE N/A	N/A	N/A	Government
2002BF N/A	N/A	N/A	Government
2002BG N/A	N/A	N/A	Government
2002BH N/A	N/A	N/A	Government
2002BJ N/A	N/A	N/A	Government
2002BK N/A	N/A	N/A	Government
2002BL N/A	N/A	N/A	Government
2002BM N/A	N/A	N/A	Government
2002BN N/A	N/A	N/A	Government
2002BP N/A	N/A	N/A	Government
2002BQ N/A	N/A	N/A	Government
2002BR N/A	N/A	N/A	Government
2003 N/A	N/A	N/A	Government
2003AA N/A	N/A	N/A	Government
2003AB N/A	N/A	N/A	Government
2003AC N/A	N/A	N/A	Government
2003AD N/A	N/A	N/A	Government
2003AE N/A	N/A	N/A	Government
2003AF N/A	N/A	N/A	Government
2003AG N/A	N/A	N/A	Government
2003AH N/A	N/A	N/A	Government

2003AJ N/A	N/A	N/A	Government
2003AK N/A	N/A	N/A	Government
2003AL N/A	N/A	N/A	Government
2003AMN/A	N/A	N/A	Government
2003AN N/A	N/A	N/A	Government
2003AP N/A	N/A	N/A	Government
2003BA N/A	N/A	N/A	Government
2003BB N/A	N/A	N/A	Government
2003BC N/A	N/A	N/A	Government
2003BD N/A	N/A	N/A	Government
2003BE N/A	N/A	N/A	Government
2003BF N/A	N/A	N/A	Government
2003BG N/A	N/A	N/A	Government
2003BH N/A	N/A	N/A	Government
2003BJ N/A	N/A	N/A	Government
2003BK N/A	N/A	N/A	Government
2003BL N/A	N/A	N/A	Government
2003BM N/A	N/A	N/A	Government
2003BN N/A	N/A	N/A	Government
2003BP N/A	N/A	N/A	Government
2003BQ N/A	N/A	N/A	Government
2003BR N/A	N/A	N/A	Government
2003BS N/A	N/A	N/A	Government
3002 N/A	N/A	N/A	Government
3002AA N/A	N/A	N/A	Government
3002AB N/A	N/A	N/A	Government
3002AC N/A	N/A	N/A	Government
3002AD N/A	N/A	N/A	Government
3002AE N/A	N/A	N/A	Government
3002AF N/A	N/A	N/A	Government
3002BA N/A	N/A	N/A	Government
3002BB N/A	N/A	N/A	Government
3002BC N/A	N/A	N/A	Government
3002BD N/A	N/A	N/A	Government
3002BE N/A	N/A	N/A	Government
3002BF N/A	N/A	N/A	Government
3002BG N/A	N/A	N/A	Government
3002BH N/A	N/A	N/A	Government
3002BJ N/A	N/A	N/A	Government
3002BK N/A	N/A	N/A	Government
3002BL N/A	N/A	N/A	Government
3002BM N/A	N/A	N/A	Government
3002BN N/A	N/A	N/A	Government
3002BP N/A	N/A	N/A	Government
3002BQ N/A	N/A	N/A	Government
3002BR N/A	N/A	N/A	Government
3003 N/A	N/A	N/A	Government
3003AA N/A	N/A	N/A	Government
3003AB N/A	N/A	N/A	Government
3003AC N/A	N/A	N/A	Government
3003AD N/A	N/A	N/A	Government
3003AE N/A	N/A	N/A	Government
3003AF N/A	N/A	N/A	Government
3003AG N/A	N/A	N/A	Government

3003AH N/A	N/A	N/A	Government
3003AJ N/A	N/A	N/A	Government
3003AK N/A	N/A	N/A	Government
3003AL N/A	N/A	N/A	Government
3003AMN/A	N/A	N/A	Government
3003AN N/A	N/A	N/A	Government
3003AP N/A	N/A	N/A	Government
3003BA N/A	N/A	N/A	Government
3003BB N/A	N/A	N/A	Government
3003BC N/A	N/A	N/A	Government
3003BD N/A	N/A	N/A	Government
3003BE N/A	N/A	N/A	Government
3003BF N/A	N/A	N/A	Government
3003BG N/A	N/A	N/A	Government
3003BH N/A	N/A	N/A	Government
3003BJ N/A	N/A	N/A	Government
3003BK N/A	N/A	N/A	Government
3003BL N/A	N/A	N/A	Government
3003BM N/A	N/A	N/A	Government
3003BN N/A	N/A	N/A	Government
3003BP N/A	N/A	N/A	Government
3003BQ N/A	N/A	N/A	Government
3003BR N/A	N/A	N/A	Government
3003BS N/A	N/A	N/A	Government
4002 N/A	N/A	N/A	Government
4002AA N/A	N/A	N/A	Government
4002AB N/A	N/A	N/A	Government
4002AC N/A	N/A	N/A	Government
4002AD N/A	N/A	N/A	Government
4002AE N/A	N/A	N/A	Government
4002AF N/A	N/A	N/A	Government
4002BA N/A	N/A	N/A	Government
4002BB N/A	N/A	N/A	Government
4002BC N/A	N/A	N/A	Government
4002BD N/A	N/A	N/A	Government
4002BE N/A	N/A	N/A	Government
4002BF N/A	N/A	N/A	Government
4002BG N/A	N/A	N/A	Government
4002BH N/A	N/A	N/A	Government
4002BJ N/A	N/A	N/A	Government
4002BK N/A	N/A	N/A	Government
4002BL N/A	N/A	N/A	Government
4002BM N/A	N/A	N/A	Government
4002BN N/A	N/A	N/A	Government
4002BP N/A	N/A	N/A	Government
4002BQ N/A	N/A	N/A	Government
4002BR N/A	N/A	N/A	Government
4003 N/A	N/A	N/A	Government
4003AA N/A	N/A	N/A	Government
4003AB N/A	N/A	N/A	Government
4003AC N/A	N/A	N/A	Government
4003AD N/A	N/A	N/A	Government
4003AE N/A	N/A	N/A	Government
4003AF N/A	N/A	N/A	Government

4003AG N/A	N/A	N/A	Government
4003AH N/A	N/A	N/A	Government
4003AJ N/A	N/A	N/A	Government
4003AK N/A	N/A	N/A	Government
4003AL N/A	N/A	N/A	Government
4003AMN/A	N/A	N/A	Government
4003AN N/A	N/A	N/A	Government
4003AP N/A	N/A	N/A	Government
4003BA N/A	N/A	N/A	Government
4003BB N/A	N/A	N/A	Government
4003BC N/A	N/A	N/A	Government
4003BD N/A	N/A	N/A	Government
4003BE N/A	N/A	N/A	Government
4003BF N/A	N/A	N/A	Government
4003BG N/A	N/A	N/A	Government
4003BH N/A	N/A	N/A	Government
4003BJ N/A	N/A	N/A	Government
4003BK N/A	N/A	N/A	Government
4003BL N/A	N/A	N/A	Government
4003BM N/A	N/A	N/A	Government
4003BN N/A	N/A	N/A	Government
4003BP N/A	N/A	N/A	Government
4003BQ N/A	N/A	N/A	Government
4003BR N/A	N/A	N/A	Government
4003BS N/A	N/A	N/A	Government

#### CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

#### SECTION E SPECIAL CLAUSES

Local Clauses - Section E

#### FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized Contracting Officer's Representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)

(FAR 46.503)

(was246-4034)

**PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)**

The Agency Tender is exempt from this requirement.

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)

(FAR Part 42)

(was242-4154)



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	16-MAY-2006		N/A FOB: Destination	
0001AA	POP 16-NOV-2005 TO 16-MAY-2006	N/A	N/A FOB: Destination	
0001AB	POP 16-NOV-2005 TO 16-MAY-2006	N/A	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0002AA	POP 16-NOV-2005 TO 15-MAY-2007	N/A	N/A FOB: Destination	
0002AB	POP 16-MAY-2007 TO 15-MAY-2008	N/A	N/A FOB: Destination	
0002AC	POP 16-MAY-2008 TO 15-MAY-2009	N/A	N/A FOB: Destination	
0002AD	POP 16-MAY-2009 TO 15-MAY-2010	N/A	N/A FOB: Destination	
0002AE	POP 16-MAY-2010 TO 15-MAY-2011	N/A	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0003AE	N/A	N/A	N/A	N/A
0003AF	N/A	N/A	N/A	N/A
0003BA	N/A	N/A	N/A	N/A
0003BB	N/A	N/A	N/A	N/A

0003BC N/A	N/A	N/A	N/A
0003BD N/A	N/A	N/A	N/A
0003BE N/A	N/A	N/A	N/A
0003BF N/A	N/A	N/A	N/A
0003BG N/A	N/A	N/A	N/A
0003BH N/A	N/A	N/A	N/A
0003BJ N/A	N/A	N/A	N/A
0003BK N/A	N/A	N/A	N/A
0003BL N/A	N/A	N/A	N/A
0003BM N/A	N/A	N/A	N/A
0003BN N/A	N/A	N/A	N/A
0003BP N/A	N/A	N/A	N/A
0003BQ N/A	N/A	N/A	N/A
0003BR N/A	N/A	N/A	N/A
0004 N/A	N/A	N/A	N/A
0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0004AE N/A	N/A	N/A	N/A
0004AF N/A	N/A	N/A	N/A
0004AG N/A	N/A	N/A	N/A
0004AH N/A	N/A	N/A	N/A
0004AJ N/A	N/A	N/A	N/A
0004AK N/A	N/A	N/A	N/A
0004AL N/A	N/A	N/A	N/A
0004AMN/A	N/A	N/A	N/A

0004AN N/A	N/A	N/A	N/A
0004AP N/A	N/A	N/A	N/A
0004BA N/A	N/A	N/A	N/A
0004BB N/A	N/A	N/A	N/A
0004BC N/A	N/A	N/A	N/A
0004BD N/A	N/A	N/A	N/A
0004BE N/A	N/A	N/A	N/A
0004BF N/A	N/A	N/A	N/A
0004BG N/A	N/A	N/A	N/A
0004BH N/A	N/A	N/A	N/A
0004BJ N/A	N/A	N/A	N/A
0004BK N/A	N/A	N/A	N/A
0004BL N/A	N/A	N/A	N/A
0004BM N/A	N/A	N/A	N/A
0004BN N/A	N/A	N/A	N/A
0004BP N/A	N/A	N/A	N/A
0004BQ N/A	N/A	N/A	N/A
0004BR N/A	N/A	N/A	N/A
0004BS N/A	N/A	N/A	N/A
1002 N/A	N/A	N/A	N/A
1002AA N/A	N/A	N/A	N/A
1002AB N/A	N/A	N/A	N/A
1002AC N/A	N/A	N/A	N/A
1002AD N/A	N/A	N/A	N/A
1002AE N/A	N/A	N/A	N/A
1002AF N/A	N/A	N/A	N/A
1002BA N/A	N/A	N/A	N/A

1002BB N/A	N/A	N/A	N/A
1002BC N/A	N/A	N/A	N/A
1002BD N/A	N/A	N/A	N/A
1002BE N/A	N/A	N/A	N/A
1002BF N/A	N/A	N/A	N/A
1002BG N/A	N/A	N/A	N/A
1002BH N/A	N/A	N/A	N/A
1002BJ N/A	N/A	N/A	N/A
1002BK N/A	N/A	N/A	N/A
1002BL N/A	N/A	N/A	N/A
1002BM N/A	N/A	N/A	N/A
1002BN N/A	N/A	N/A	N/A
1002BP N/A	N/A	N/A	N/A
1002BQ N/A	N/A	N/A	N/A
1002BR N/A	N/A	N/A	N/A
1003 N/A	N/A	N/A	N/A
1003AA N/A	N/A	N/A	N/A
1003AB N/A	N/A	N/A	N/A
1003AC N/A	N/A	N/A	N/A
1003AD N/A	N/A	N/A	N/A
1003AE N/A	N/A	N/A	N/A
1003AF N/A	N/A	N/A	N/A
1003AG N/A	N/A	N/A	N/A
1003AH N/A	N/A	N/A	N/A
1003AJ N/A	N/A	N/A	N/A
1003AK N/A	N/A	N/A	N/A
1003AL N/A	N/A	N/A	N/A

1003AMN/A	N/A	N/A	N/A
1003AN N/A	N/A	N/A	N/A
1003AP N/A	N/A	N/A	N/A
1003BA N/A	N/A	N/A	N/A
1003BB N/A	N/A	N/A	N/A
1003BC N/A	N/A	N/A	N/A
1003BD N/A	N/A	N/A	N/A
1003BE N/A	N/A	N/A	N/A
1003BF N/A	N/A	N/A	N/A
1003BG N/A	N/A	N/A	N/A
1003BH N/A	N/A	N/A	N/A
1003BJ N/A	N/A	N/A	N/A
1003BK N/A	N/A	N/A	N/A
1003BL N/A	N/A	N/A	N/A
1003BM N/A	N/A	N/A	N/A
1003BN N/A	N/A	N/A	N/A
1003BP N/A	N/A	N/A	N/A
1003BQ N/A	N/A	N/A	N/A
1003BR N/A	N/A	N/A	N/A
1003BS N/A	N/A	N/A	N/A
2002 N/A	N/A	N/A	N/A
2002AA N/A	N/A	N/A	N/A
2002AB N/A	N/A	N/A	N/A
2002AC N/A	N/A	N/A	N/A
2002AD N/A	N/A	N/A	N/A
2002AE N/A	N/A	N/A	N/A
2002AF N/A	N/A	N/A	N/A

2002BA N/A	N/A	N/A	N/A
2002BB N/A	N/A	N/A	N/A
2002BC N/A	N/A	N/A	N/A
2002BD N/A	N/A	N/A	N/A
2002BE N/A	N/A	N/A	N/A
2002BF N/A	N/A	N/A	N/A
2002BG N/A	N/A	N/A	N/A
2002BH N/A	N/A	N/A	N/A
2002BJ N/A	N/A	N/A	N/A
2002BK N/A	N/A	N/A	N/A
2002BL N/A	N/A	N/A	N/A
2002BM N/A	N/A	N/A	N/A
2002BN N/A	N/A	N/A	N/A
2002BP N/A	N/A	N/A	N/A
2002BQ N/A	N/A	N/A	N/A
2002BR N/A	N/A	N/A	N/A
2003 N/A	N/A	N/A	N/A
2003AA N/A	N/A	N/A	N/A
2003AB N/A	N/A	N/A	N/A
2003AC N/A	N/A	N/A	N/A
2003AD N/A	N/A	N/A	N/A
2003AE N/A	N/A	N/A	N/A
2003AF N/A	N/A	N/A	N/A
2003AG N/A	N/A	N/A	N/A
2003AH N/A	N/A	N/A	N/A
2003AJ N/A	N/A	N/A	N/A
2003AK N/A	N/A	N/A	N/A

2003AL N/A	N/A	N/A	N/A
2003AM N/A	N/A	N/A	N/A
2003AN N/A	N/A	N/A	N/A
2003AP N/A	N/A	N/A	N/A
2003BA N/A	N/A	N/A	N/A
2003BB N/A	N/A	N/A	N/A
2003BC N/A	N/A	N/A	N/A
2003BD N/A	N/A	N/A	N/A
2003BE N/A	N/A	N/A	N/A
2003BF N/A	N/A	N/A	N/A
2003BG N/A	N/A	N/A	N/A
2003BH N/A	N/A	N/A	N/A
2003BJ N/A	N/A	N/A	N/A
2003BK N/A	N/A	N/A	N/A
2003BL N/A	N/A	N/A	N/A
2003BM N/A	N/A	N/A	N/A
2003BN N/A	N/A	N/A	N/A
2003BP N/A	N/A	N/A	N/A
2003BQ N/A	N/A	N/A	N/A
2003BR N/A	N/A	N/A	N/A
2003BS N/A	N/A	N/A	N/A
3002 N/A	N/A	N/A	N/A
3002AA N/A	N/A	N/A	N/A
3002AB N/A	N/A	N/A	N/A
3002AC N/A	N/A	N/A	N/A
3002AD N/A	N/A	N/A	N/A
3002AE N/A	N/A	N/A	N/A

3002AF N/A	N/A	N/A	N/A
3002BA N/A	N/A	N/A	N/A
3002BB N/A	N/A	N/A	N/A
3002BC N/A	N/A	N/A	N/A
3002BD N/A	N/A	N/A	N/A
3002BE N/A	N/A	N/A	N/A
3002BF N/A	N/A	N/A	N/A
3002BG N/A	N/A	N/A	N/A
3002BH N/A	N/A	N/A	N/A
3002BJ N/A	N/A	N/A	N/A
3002BK N/A	N/A	N/A	N/A
3002BL N/A	N/A	N/A	N/A
3002BM N/A	N/A	N/A	N/A
3002BN N/A	N/A	N/A	N/A
3002BP N/A	N/A	N/A	N/A
3002BQ N/A	N/A	N/A	N/A
3002BR N/A	N/A	N/A	N/A
3003 N/A	N/A	N/A	N/A
3003AA N/A	N/A	N/A	N/A
3003AB N/A	N/A	N/A	N/A
3003AC N/A	N/A	N/A	N/A
3003AD N/A	N/A	N/A	N/A
3003AE N/A	N/A	N/A	N/A
3003AF N/A	N/A	N/A	N/A
3003AG N/A	N/A	N/A	N/A
3003AH N/A	N/A	N/A	N/A
3003AJ N/A	N/A	N/A	N/A



3003AK N/A	N/A	N/A	N/A
3003AL N/A	N/A	N/A	N/A
3003AM N/A	N/A	N/A	N/A
3003AN N/A	N/A	N/A	N/A
3003AP N/A	N/A	N/A	N/A
3003BA N/A	N/A	N/A	N/A
3003BB N/A	N/A	N/A	N/A
3003BC N/A	N/A	N/A	N/A
3003BD N/A	N/A	N/A	N/A
3003BE N/A	N/A	N/A	N/A
3003BF N/A	N/A	N/A	N/A
3003BG N/A	N/A	N/A	N/A
3003BH N/A	N/A	N/A	N/A
3003BJ N/A	N/A	N/A	N/A
3003BK N/A	N/A	N/A	N/A
3003BL N/A	N/A	N/A	N/A
3003BM N/A	N/A	N/A	N/A
3003BN N/A	N/A	N/A	N/A
3003BP N/A	N/A	N/A	N/A
3003BQ N/A	N/A	N/A	N/A
3003BR N/A	N/A	N/A	N/A
3003BS N/A	N/A	N/A	N/A
4002 N/A	N/A	N/A	N/A
4002AA N/A	N/A	N/A	N/A
4002AB N/A	N/A	N/A	N/A
4002AC N/A	N/A	N/A	N/A
4002AD N/A	N/A	N/A	N/A

4002AE N/A	N/A	N/A	N/A
4002AF N/A	N/A	N/A	N/A
4002BA N/A	N/A	N/A	N/A
4002BB N/A	N/A	N/A	N/A
4002BC N/A	N/A	N/A	N/A
4002BD N/A	N/A	N/A	N/A
4002BE N/A	N/A	N/A	N/A
4002BF N/A	N/A	N/A	N/A
4002BG N/A	N/A	N/A	N/A
4002BH N/A	N/A	N/A	N/A
4002BJ N/A	N/A	N/A	N/A
4002BK N/A	N/A	N/A	N/A
4002BL N/A	N/A	N/A	N/A
4002BM N/A	N/A	N/A	N/A
4002BN N/A	N/A	N/A	N/A
4002BP N/A	N/A	N/A	N/A
4002BQ N/A	N/A	N/A	N/A
4002BR N/A	N/A	N/A	N/A
4003 N/A	N/A	N/A	N/A
4003AA N/A	N/A	N/A	N/A
4003AB N/A	N/A	N/A	N/A
4003AC N/A	N/A	N/A	N/A
4003AD N/A	N/A	N/A	N/A
4003AE N/A	N/A	N/A	N/A
4003AF N/A	N/A	N/A	N/A
4003AG N/A	N/A	N/A	N/A
4003AH N/A	N/A	N/A	N/A

4003AJ N/A	N/A	N/A	N/A
4003AK N/A	N/A	N/A	N/A
4003AL N/A	N/A	N/A	N/A
4003AM N/A	N/A	N/A	N/A
4003AN N/A	N/A	N/A	N/A
4003AP N/A	N/A	N/A	N/A
4003BA N/A	N/A	N/A	N/A
4003BB N/A	N/A	N/A	N/A
4003BC N/A	N/A	N/A	N/A
4003BD N/A	N/A	N/A	N/A
4003BE N/A	N/A	N/A	N/A
4003BF N/A	N/A	N/A	N/A
4003BG N/A	N/A	N/A	N/A
4003BH N/A	N/A	N/A	N/A
4003BJ N/A	N/A	N/A	N/A
4003BK N/A	N/A	N/A	N/A
4003BL N/A	N/A	N/A	N/A
4003BM N/A	N/A	N/A	N/A
4003BN N/A	N/A	N/A	N/A
4003BP N/A	N/A	N/A	N/A
4003BQ N/A	N/A	N/A	N/A
4003BR N/A	N/A	N/A	N/A
4003BS N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

SECTION F SPECIAL CLAUSES

## CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin 15 November 2005 or the date of contract award, whichever is later. The first 120 days of the contract will include the phase-in period. In accordance with the OMB Circular No. A-76 (May 29, 2003), the phase-in period shall not count against the contract performance period. This will allow certain Government personnel actions to take place and provide the contractor sufficient time to employ a capable work force. The base contract period shall commence upon contract start date and remain in effect for a 12-month period, unless terminated in accordance with applicable clauses. Each option period shall be for 12-month time following the base year. Therefore, the total performance period shall end 14 May 2011, both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including the phase-in period and all option periods, may not exceed five (5) years and six (6) months. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(c) If the agency or public reimbursable performance decision is made, an agency shall complete another streamlined or standard competition of the activity by the end of the last performance period on the SCF or SLCF unless a specific exemption is granted by the CSO (without delegation) before the end of the last performance period. The CSO may extend the performance period for a high performing organization if the CSO (a) determines that continued cost savings justified the extension; (b) documents these cost savings through the use of a COMPARE generated SCF or SLCF; (c) limits the extension to no more than three (3) years after the last performance period; and (d) makes a formal announcement of the extension via <http://www.FedBizOpps.gov>. For private sector performance decisions, the Contracting Officer shall comply with the FAR (i.e., the term of the contract will not exceed five years).

(End of Clause)

(CENAB-OC/CT JUN 01)

(FAR 12.103)

(4075)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

A76 SPECIAL CLAUSES**REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS****The Agency Tender is exempt from this requirement.**

(a) Scope. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) (ASA (M&RA)) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task order and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number email address identify of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

(b) Applicability. This reporting requirement applies to services covered by the Procurement Coding Manual at <http://www.dior.wjhs.mil/peidhome/guide/mn02/mn02.htm>. The Federal Supply Classifications which apply to this competition are S725 – Electrical Plant and Distribution Systems Operation and Maintenance., Z992 - Minor Construction, Maintenance and Repair of Buildings and Structures Other than Family Housing, and Z993 - Maintenance and Repair of Grounds and Surfaced Areas. The descriptions for these functions are from the DoD Inventory of Commercial and Inherently Governmental Activities, Guide to Inventory Submission (September 2004).

(c) Alternate to XML Format. An alternative means of providing data is to use Microsoft Excel 2003 to generate XML. Earlier versions of Microsoft Excel cannot be used because the XML functionality was released

with version 2003. See the User's Manual on CMR web-site for further details on using Excel. If a contractor lacks the technical ability to deal with Excel, the Requiring Activity can report the data using the XML format or Excel.

(d) Uses and Safeguarding of Information. Information from the secure web-site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

(e) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web-site to resolve reporting difficulties.

#### SECTION G - SPECIAL CLAUSES

##### AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-0018 contained in Part II, Section I, any task orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by TO BE COMPLETED AT TIME OF AWARD.

End of Clause

(CENAB-CT Feb 93)

(FAR 16.506)

##### SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE FINANCE CENTER  
ATTN: DISBURSING  
5722 INTEGRITY DRIVE  
MILLINTON, TN 28054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

TO BE COMPLETED AT TIME OF AWARD

End of Clause

(CENAB-CT MAY 1992)

(was0232-4028)

##### SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

**CONTRACTING OFFICER REPRESENTATIVES**  
**CONTRACTING OFFICER TECHNICAL REPRESENTATIVES**  
**QUALITY ASSURANCE EVALUATOR (S) (QAE(s))**

Contracting Officer Representatives (COR), Contracting Officer Technical Representation (COTR), and/or Quality Assurance Evaluators(s) (QAE(s)) may or may not be designated for the specific purpose to exercise general surveillance over the contract operation to include contract performance evaluation. The QAE will act as a liaison to coordinate activities between the Contractor and the Government as required in the performance of work under this contract. See Contracting Officer Representative Clause, above.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

252.203-7002 Display Of DOD Hotline Poster

DEC 1991

A76 SPECIAL CLAUSES**AUTHORITY**

The contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

**CANCELLATION OF SERVICES**

Due to the changing defense environment, the Government reserves the right to down-scope the PWS as required. This may be in the form of general reductions across the board or it may be in the form of cancellation of whole areas of support required. All reductions of effort shall be negotiated with the Contractor for a reduction of funds and shall include a reduced award fee pool commensurate with the amount of fee proposed for the effort. The Government agrees to provide the contractor with a 30-calendar day notice for all "whole-function" cancellations.

**CONDUCT OF PERSONNEL**

This contract is a "Nonpersonal Services Contract" as defined in FAR Part 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor employees:

- a. Shall perform the services specified herein as independent contractors, not as employees of the Government.
- b. Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule or financial requirements or constraints attendant to the performance of the contract.
- c. Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
- d. Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.
- e. Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented contract.

**CONSULTING SERVICES**

In the event that the prime contractor/subcontractor requires the use of consultant-type labor in pursuit of this contract, FAR Subpart 31.205-6, 31.205-33 and DFARS 231.205-6 shall be strictly adhered to. Requirement(s) for consulting services shall be provided to the Contracting Officer (KO) for review in accordance with the FAR. In no event shall employment commence for consulting services without the KO's written approval.



**CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)**

DD Form 254, Contract Security Classification Specification is applicable and attached hereto. The highest security level involved on this contract is **Secret**. This contract is unclassified.

**GOVERNMENT PROVIDED FACILITIES/VEHICLES**

The Government will provide buildings, office space, vehicles, etc. as specified in the PWS for accomplishment of the services to be performed. The Government will provide utilities including electricity, water, sewer, heating, and cooling consistent with the performance/usage requirements of the existing particular facility. The Government will provide telephone service in accordance with AR 25-1 and the Installation Commander's Policy in support of performance of the contract. The Contractor shall use Government phones only in the execution of official Government business.

**JAVITS-WAGNER-O'DAY ACT**

The Government encourages contractors to consider entities qualified under JWOD as potential subcontract sources. The Javits-Wagner-O'Day Act is designed to provide the maximum practicable opportunity by which these JWOD entities may become participants in the DoD contracting process at the subcontract level. Website available at: <http://www.jwod.gov/default.asp>.

**KEY PERSONNEL REQUIREMENTS****INSTRUCTIONS TO AGENCY TENDER ONLY:**

**Proposal shall include position descriptions only for key personnel who are government employees.**

**INSTRUCTIONS TO ALL OFFERORS:**

(a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the PWS. These are defined as "Key Personnel" and are those persons whose resumes should be submitted for evaluation of the proposal. In addition to any position(s), which the Government may designate as "Key" in the PWS, the contractor shall propose which positions to designate as "Key". There is no intent on the part of the Government to require large numbers of key personnel. The Government is looking for the most cost efficient and effective number of key personnel only. The contractor shall provide supporting rationale for why the positions chosen to be "key" were chosen.

(b) The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (c) and (d) hereof.

(c) If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. The Contractor shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(d) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(e) If the replacement of key personnel no longer available for the effort does not occur in a

timely manner such that the resultant reduction of productive effort is so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer. This may be cause for default or for the convenience of the Government, as appropriate.

### **OTHER INDEPENDENT CONTRACTS**

The Government may award or has awarded other contracts independent of this contract. Initial coordination required between contractors performing other contracts and this contract will be made by the Government. The Contractor shall fully support and cooperate with the other contractors and with Government personnel. The Contractor shall refer unresolved disputes with other contractors to the Contracting Officer within 1 workday from the time the dispute occurs.

### **QUALITY ASSURANCE EVALUATOR (S) (QAE(s))/ CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

A Quality Assurance Evaluators(s) (QAE(s) and/or a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose to exercise general surveillance over the contract operation to include contract performance evaluation. The QAE/COR/COTR will act as a liaison to coordinate activities between the Contractor and the Government as required in the performance of work under this contract.

### **RECOVERY OF FINES OR PENALTIES**

FAR 31.205-15 states the following: "Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, Local, or foreign laws and regulations, are unallowable except when incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer." In many cases, fines may be assessed against the U.S. Army Installation rather than the contractor. If such a fine, assessed against the installation, is the result of failure of the contractor as stipulated in the FAR, the amount of the fine/penalty shall be recovered by the Government, from the Contractor. The amount of the fine/penalty shall be deducted from the award fee available to the contractor or may be offset, at the Government's discretion. This does not exclude other Government remedies to collect the fines. The Government shall be the sole negotiating agency for purposes of negotiating the amount of the fines and/or penalties. This does not limit other Government remedies under the contract.

### **REPLACEMENT OF GOVERNMENT FURNISHED PROPERTY**

Any equipment proposed to be acquired by the Contractor and not contained in the Equipment Plan shall require prior review and coordination of the Contracting Officer and a written justification including an economic analysis showing use benefits to the Government, need for equipment, and a cost comparison between purchase, subcontract, lease, or rental. For each piece of equipment to be acquired, the Contractor shall include the following information:

- a. Equipment Type
- b. Equipment Size or Capacity
- c. Year of Manufacture
- d. Manufacturer
- e. Cost to the Government for the remainder of the Contract

Reimbursement will be made only for the period(s) of time equipment is in actual use in performance of the Contract. The Contracting Officer shall make the decision on how to proceed and a modification to the contract shall be executed for the equipment.

### **REQUIRED INSURANCE**

**The Agency Tender is exempt from this requirement.**

Reference Contract Clause FAR 52.228-7, "Insurance—Liability To Third Persons (Mar 1996)" the Contractor, shall, at its own expense procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workman's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000
- b. Comprehensive General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence and property damage liability insurance in the minimum limits of \$100,000 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

### **RIGHT OF FIRST REFUSAL FLOW-DOWN**

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow-down requirement for all subcontractors.

### **SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract, the SP shall:

1. Conform to the specific safety requirements established by FAR 52.236-13, Accident Prevention, and EM 385-1-1 to include:
  - a. SP shall submit a written proposed plan for implementing safety requirements and meet with representatives of the KO to discuss and develop a mutual understanding relative administration of the overall safety program.
  - b. SP QC organization shall have qualified personnel to ensure safety compliance as follows:
    - 1) a review of appropriate activity hazard analysis
    - 2) prior to starting Required Service (Phase-in period), check safety for compliance with the activity hazard analysis. Review the activity analysis with each worker.
    - 3) execute frequent and regular checks to assure QC activities are providing compliance with contract safety requirements.

- 4) records will be maintained providing factual evidence that QC activities for safety have been performed (i.e., job safety evaluations! state what was checked, results, and instructions or corrective actions).
- c. Accident reporting and investigation shall comply with requirements of EM 385-1-1 and PWS paragraph C.1.9.
- 2. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of SP and Government personnel performing or in any way coming in contact with the performance of this contract.
- 3. Take such additional and immediate precautions as the Contracting Officer may reasonably require in the area of safety and accident prevention.

The Contracting Officer's Representative (COR) or Quality Assurance Evaluator(s) (QAE) will be responsible for monitoring the SP in the area of safety and accident prevention. The installation safety officer can assist as needed."  
(End of Section)

### **LIMITATION ON CONVERSION TO CONTRACTOR PERFORMANCE**

This solicitation is part of a Government cost comparison pursuant to Office of Management and Budget Circular No. A-76 (May 29, 2003). The Government intends to evaluate prospective providers' proposals in accordance with the following language in the Fiscal Year 2005 Department of Defense Appropriations Act (PL 108-287 (August 5, 2004)):

**Sec. 8014. (a) Limitation on Conversion to Contractor Performance.--**

None of the funds appropriated by this Act shall be available to convert to contractor performance an activity or function of the Department of Defense that, on or after the date of the enactment of this Act, is performed by more than 10 Department of Defense civilian employees unless--

(1) the conversion is based on the result of a public-private competition that includes a most efficient and cost effective organization plan developed by such activity or function;

(2) the Competitive Sourcing Official determines that, over all performance periods stated in the solicitation of offers for performance of the activity or function, the cost of performance of the activity or function by a contractor would be less costly to the Department of Defense by an amount that equals or exceeds the lesser of--

(A) 10 percent of the most efficient organization's personnel-related costs for performance of that activity or function by Federal employees; or

(B) \$10,000,000; and

(3) the contractor does not receive an advantage for a proposal that would reduce costs for the Department of Defense by--

(A) not making an employer-sponsored health insurance plan available to the workers who are to be employed in the performance of that activity or function under the contract; or

(B) offering to such workers an employer-sponsored health benefits plan that requires the employer to contribute less towards the premium or subscription share than the amount that is paid by the Department of Defense for health benefits for civilian employees under chapter 89 of title 5, United States Code.

(End of Section)

SECTION H - INFORMATIONAL TEXT

## MINIMUM/MAXIMUM AMOUNT OF CONTRACT

The government guarantees to pay a minimum total of \$40,000.00 under this contract for the base year for unscheduled tasks. The cumulative (maximum) amount of orders for the same period will not exceed \$2,000,000.00 per year for the unscheduled tasks. The government guarantees to pay a minimum total of \$40,000.00 under this contract for each option year for unscheduled tasks should they be exercised. Maximum limitations for each of the option years for the unscheduled tasks, should they be exercised, shall not exceed \$2,000,000.00 per option year.

End of Clause

(CENAB-CT/ MAR 1995)  
(EFARS 16.504)  
(was 216-4049)

## END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52. 219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation." If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States."

End of Clause

(CENAB-CT SEP 00)  
(FAR 19.5)  
(was 52.219-4081)

## WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. 94-2339 REV (23), dated 06/28/2004 and Decision No. 94-2297 REV (24) dated 04 August 2004, with all current modifications. The wage rates are an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause  
(was 0222-4020)

## YEAR 2000 COMPLIANCE

(1) The following applies to Supply, Service and Construction contracts:

(a) In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(2) The following applies to Architect-Engineering contracts:

(a) The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)

(FAR 39.105)

(was 52.239-4100)

## REQUIRED INSURANCE FOR GVT INSTALLATION &amp; DREDGING

The Agency Tender is Exempt from this requirement.

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability -	
Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)  
(FAR 28.307-2(a))

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001



52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996

52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	APR 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest

standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within as identified on each individual Delivery/Task Order calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as identified on each individual Delivery/Task Order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ - As identified on each individual delivery/task/work order for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization,

and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes;  
and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from  
through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days of the expiration of the then current contract period.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the then current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and 6 months.

(End of clause)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

## THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Plumber, Maintenance -	\$20.26
Electrician, Maintenance -	\$21.35
Heating, Refrigeration and Air Conditioning Mechanic -	\$21.35
Painter, Maintenance -	\$20.26
Carpenter, Maintenance -	\$20.26
Laborer, Grounds Maintenance -	\$12.24
General Maintenance Worker -	\$19.01
Laborer -	\$10.85

(End of clause)

## 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond Fiscal Year 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontracts over \$100,000.00.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.com]

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
All specifications and drawings will be furnished with each individual Delivery/Task Order.		

(End of clause)



## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>DATE</u>
Wage Decision	94-2297 REV (24)	04 August 2004
Wage Decision	94-2339 REV (23)	28 June 2004
Wage Decision	MS030003 REV (10)	08 April 2005
Wage Decision	MS030020	13 June 2003
Wage Decision	MS030023	13 June 2003
Wage Decision	NH030003 (REV 1)	05 March 2004
Wage Decision	NH030004 (REV 4)	14 January 2005
Wage Decision	NH30005 (REV 3)	24 December 2004
EFT Form		
CCR Memorandum		
Disclosure of Lobbying Activities	Standard Form LLL	
Performance Assessment Report		
Past Performance Questionnaire		
Performance Work Statement and All Technical Exhibits and Attachments		

WAGE DECISIONS

## WAGE DETERMINATION DECISION

**OF THE SECRETARY OF LABOR**

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2297 REV (24) dated 04 August 2004

State: Mississippi

Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

94-2297 MS, JACKSON

WAGE DETERMINATION NO: 94-2297 REV (24) AREA: MS, JACKSON

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2298

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross

Division of

Wage Determination No.: 1994-2297  
Revision No.: 24

Director	Wage Determinations	Date Of Revision: 08/04/2004
----------	---------------------	------------------------------

State: Mississippi

Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
8.84	
01012 - Accounting Clerk II	
10.71	
01013 - Accounting Clerk III	
14.00	
01014 - Accounting Clerk IV	
16.68	
01030 - Court Reporter	
12.56	
01050 - Dispatcher, Motor Vehicle	
12.72	
01060 - Document Preparation Clerk	
8.53	
01070 - Messenger (Courier)	
8.13	
01090 - Duplicating Machine Operator	
10.27	
01110 - Film/Tape Librarian	
9.12	
01115 - General Clerk I	
8.20	
01116 - General Clerk II	
10.04	
01117 - General Clerk III	
10.94	
01118 - General Clerk IV	
12.27	
01120 - Housing Referral Assistant	
16.44	
01131 - Key Entry Operator I	
9.96	
01132 - Key Entry Operator II	
10.81	
01191 - Order Clerk I	
10.38	
01192 - Order Clerk II	
12.58	

01261 - Personnel Assistant (Employment) I  
10.57  
01262 - Personnel Assistant (Employment) II  
13.48  
01263 - Personnel Assistant (Employment) III  
14.43  
01264 - Personnel Assistant (Employment) IV  
16.20  
01270 - Production Control Clerk  
13.19  
01290 - Rental Clerk  
9.04  
01300 - Scheduler, Maintenance  
11.41  
01311 - Secretary I  
11.41  
01312 - Secretary II  
12.66  
01313 - Secretary III  
16.44  
01314 - Secretary IV  
19.90  
01315 - Secretary V  
20.17  
01320 - Service Order Dispatcher  
11.14  
01341 - Stenographer I  
11.77  
01342 - Stenographer II  
12.49  
01400 - Supply Technician  
15.77  
01420 - Survey Worker (Interviewer)  
11.00  
01460 - Switchboard Operator-Receptionist  
10.87  
01510 - Test Examiner  
12.66  
01520 - Test Proctor  
12.66  
01531 - Travel Clerk I  
9.50  
01532 - Travel Clerk II  
9.99  
01533 - Travel Clerk III  
10.48  
01611 - Word Processor I  
9.77  
01612 - Word Processor II  
12.09  
01613 - Word Processor III  
13.10  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
9.97  
03041 - Computer Operator I  
12.62  
03042 - Computer Operator II  
15.62

03043 - Computer Operator III  
19.22  
03044 - Computer Operator IV  
24.55  
03045 - Computer Operator V  
27.20  
03071 - Computer Programmer I (1)  
15.59  
03072 - Computer Programmer II (1)  
18.37  
03073 - Computer Programmer III (1)  
23.69  
03074 - Computer Programmer IV (1)  
27.56  
03101 - Computer Systems Analyst I (1)  
24.75  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
12.62  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
16.65  
05010 - Automotive Glass Installer  
15.44  
05040 - Automotive Worker  
15.44  
05070 - Electrician, Automotive  
16.31  
05100 - Mobile Equipment Servicer  
13.56  
05130 - Motor Equipment Metal Mechanic  
17.17  
05160 - Motor Equipment Metal Worker  
15.44  
05190 - Motor Vehicle Mechanic  
16.52  
05220 - Motor Vehicle Mechanic Helper  
12.53  
05250 - Motor Vehicle Upholstery Worker  
14.42  
05280 - Motor Vehicle Wrecker  
15.44  
05310 - Painter, Automotive  
16.31  
05340 - Radiator Repair Specialist  
15.44  
05370 - Tire Repairer  
12.92  
05400 - Transmission Repair Specialist  
17.17  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
6.78  
07010 - Baker  
9.44



07041 - Cook I  
8.12  
07042 - Cook II  
9.23  
07070 - Dishwasher  
6.35  
07130 - Meat Cutter  
12.17  
07250 - Waiter/Waitress  
6.56  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
15.33  
09040 - Furniture Handler  
9.68  
09070 - Furniture Refinisher  
15.33  
09100 - Furniture Refinisher Helper  
11.79  
09110 - Furniture Repairer, Minor  
13.56  
09130 - Upholsterer  
15.33  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
8.47  
11060 - Elevator Operator  
7.02  
11090 - Gardener  
12.43  
11121 - House Keeping Aid I  
6.85  
11122 - House Keeping Aid II  
7.62  
11150 - Janitor  
7.53  
11210 - Laborer, Grounds Maintenance  
8.47  
11240 - Maid or Houseman  
6.85  
11270 - Pest Controller  
10.92  
11300 - Refuse Collector  
7.02  
11330 - Tractor Operator  
11.50  
11360 - Window Cleaner  
8.42  
12000 - Health Occupations  
12020 - Dental Assistant  
13.22  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
11.75  
12071 - Licensed Practical Nurse I  
11.07  
12072 - Licensed Practical Nurse II  
12.42  
12073 - Licensed Practical Nurse III  
13.88

12100 - Medical Assistant  
11.07  
12130 - Medical Laboratory Technician  
12.26  
12160 - Medical Record Clerk  
10.55  
12190 - Medical Record Technician  
13.54  
12221 - Nursing Assistant I  
8.07  
12222 - Nursing Assistant II  
9.07  
12223 - Nursing Assistant III  
9.90  
12224 - Nursing Assistant IV  
11.11  
12250 - Pharmacy Technician  
12.19  
12280 - Phlebotomist  
11.34  
12311 - Registered Nurse I  
16.51  
12312 - Registered Nurse II  
20.21  
12313 - Registered Nurse II, Specialist  
20.21  
12314 - Registered Nurse III  
24.46  
12315 - Registered Nurse III, Anesthetist  
24.46  
12316 - Registered Nurse IV  
29.29  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
16.34  
13011 - Exhibits Specialist I  
12.99  
13012 - Exhibits Specialist II  
14.80  
13013 - Exhibits Specialist III  
18.30  
13041 - Illustrator I  
12.99  
13042 - Illustrator II  
14.80  
13043 - Illustrator III  
18.30  
13047 - Librarian  
16.39  
13050 - Library Technician  
9.44  
13071 - Photographer I  
12.42  
13072 - Photographer II  
14.01  
13073 - Photographer III  
16.88  
13074 - Photographer IV  
21.41

13075 - Photographer V  
25.89  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
7.05  
15030 - Counter Attendant  
7.05  
15040 - Dry Cleaner  
8.14  
15070 - Finisher, Flatwork, Machine  
7.05  
15090 - Presser, Hand  
7.05  
15100 - Presser, Machine, Drycleaning  
7.05  
15130 - Presser, Machine, Shirts  
6.96  
15160 - Presser, Machine, Wearing Apparel, Laundry  
6.96  
15190 - Sewing Machine Operator  
8.69  
15220 - Tailor  
9.10  
15250 - Washer, Machine  
7.46  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
15.32  
19040 - Tool and Die Maker  
18.56  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
13.99  
21020 - Material Coordinator  
13.19  
21030 - Material Expediter  
13.19  
21040 - Material Handling Laborer  
9.47  
21050 - Order Filler  
9.34  
21071 - Forklift Operator  
11.28  
21080 - Production Line Worker (Food Processing)  
11.21  
21100 - Shipping/Receiving Clerk  
10.85  
21130 - Shipping Packer  
11.70  
21140 - Store Worker I  
8.07  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
11.96  
21210 - Tools and Parts Attendant  
13.37  
21400 - Warehouse Specialist  
11.28  
23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic  
16.87  
23040 - Aircraft Mechanic Helper  
12.31  
23050 - Aircraft Quality Control Inspector  
17.71  
23060 - Aircraft Servicer  
14.17  
23070 - Aircraft Worker  
15.18  
23100 - Appliance Mechanic  
15.98  
23120 - Bicycle Repairer  
12.32  
23125 - Cable Splicer  
17.75  
23130 - Carpenter, Maintenance  
15.33  
23140 - Carpet Layer  
14.52  
23160 - Electrician, Maintenance  
22.67  
23181 - Electronics Technician, Maintenance I  
16.50  
23182 - Electronics Technician, Maintenance II  
17.35  
23183 - Electronics Technician, Maintenance III  
18.30  
23260 - Fabric Worker  
13.56  
23290 - Fire Alarm System Mechanic  
16.14  
23310 - Fire Extinguisher Repairer  
13.18  
23340 - Fuel Distribution System Mechanic  
16.14  
23370 - General Maintenance Worker  
14.52  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
17.19  
23430 - Heavy Equipment Mechanic  
16.14  
23440 - Heavy Equipment Operator  
16.14  
23460 - Instrument Mechanic  
16.14  
23470 - Laborer  
8.47  
23500 - Locksmith  
15.33  
23530 - Machinery Maintenance Mechanic  
16.14  
23550 - Machinist, Maintenance  
16.14  
23580 - Maintenance Trades Helper  
11.78  
23640 - Millwright  
16.14

23700 - Office Appliance Repairer  
15.33  
23740 - Painter, Aircraft  
15.33  
23760 - Painter, Maintenance  
15.33  
23790 - Pipefitter, Maintenance  
16.42  
23800 - Plumber, Maintenance  
15.60  
23820 - Pneudraulic Systems Mechanic  
16.14  
23850 - Rigger  
16.14  
23870 - Scale Mechanic  
14.52  
23890 - Sheet-Metal Worker, Maintenance  
16.14  
23910 - Small Engine Mechanic  
14.52  
23930 - Telecommunication Mechanic I  
17.94  
23931 - Telecommunication Mechanic II  
18.83  
23950 - Telephone Lineman  
17.94  
23960 - Welder, Combination, Maintenance  
16.14  
23965 - Well Driller  
16.14  
23970 - Woodcraft Worker  
16.14  
23980 - Woodworker  
13.97  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
7.31  
24580 - Child Care Center Clerk  
9.15  
24600 - Chore Aid  
7.10  
24630 - Homemaker  
11.16  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
16.14  
25040 - Sewage Plant Operator  
15.33  
25070 - Stationary Engineer  
16.14  
25190 - Ventilation Equipment Tender  
11.78  
25210 - Water Treatment Plant Operator  
15.33  
27000 - Protective Service Occupations  
(not set) - Police Officer  
14.75  
27004 - Alarm Monitor  
11.58

27006 - Corrections Officer  
12.60  
27010 - Court Security Officer  
13.19  
27040 - Detention Officer  
12.60  
27070 - Firefighter  
15.01  
27101 - Guard I  
7.58  
27102 - Guard II  
11.14  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
12.70  
28020 - Hatch Tender  
12.70  
28030 - Line Handler  
12.70  
28040 - Stevedore I  
11.72  
28050 - Stevedore II  
14.51  
29000 - Technical Occupations  
21150 - Graphic Artist  
15.86  
29010 - Air Traffic Control Specialist, Center (2)  
29.55  
29011 - Air Traffic Control Specialist, Station (2)  
20.53  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.56  
29023 - Archeological Technician I  
11.07  
29024 - Archeological Technician II  
12.20  
29025 - Archeological Technician III  
15.11  
29030 - Cartographic Technician  
15.11  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
24.75  
29040 - Civil Engineering Technician  
14.87  
29061 - Drafter I  
13.58  
29062 - Drafter II  
15.25  
29063 - Drafter III  
19.14  
29064 - Drafter IV  
23.69  
29081 - Engineering Technician I  
9.35  
29082 - Engineering Technician II  
10.50  
29083 - Engineering Technician III  
11.74

29084 - Engineering Technician IV  
14.54  
29085 - Engineering Technician V  
20.98  
29086 - Engineering Technician VI  
23.09  
29090 - Environmental Technician  
16.46  
29100 - Flight Simulator/Instructor (Pilot)  
27.62  
29160 - Instructor  
18.37  
29210 - Laboratory Technician  
13.50  
29240 - Mathematical Technician  
13.15  
29361 - Paralegal/Legal Assistant I  
14.15  
29362 - Paralegal/Legal Assistant II  
19.07  
29363 - Paralegal/Legal Assistant III  
23.33  
29364 - Paralegal/Legal Assistant IV  
28.22  
29390 - Photooptics Technician  
15.21  
29480 - Technical Writer  
23.64  
29491 - Unexploded Ordnance (UXO) Technician I  
19.38  
29492 - Unexploded Ordnance (UXO) Technician II  
23.45  
29493 - Unexploded Ordnance (UXO) Technician III  
28.11  
29494 - Unexploded (UXO) Safety Escort  
19.38  
29495 - Unexploded (UXO) Sweep Personnel  
19.38  
29620 - Weather Observer, Senior (3)  
18.53  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
16.33  
29622 - Weather Observer, Upper Air (3)  
16.33  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
12.10  
31260 - Parking and Lot Attendant  
7.36  
31290 - Shuttle Bus Driver  
9.76  
31300 - Taxi Driver  
8.48  
31361 - Truckdriver, Light Truck  
11.15  
31362 - Truckdriver, Medium Truck  
11.94  
31363 - Truckdriver, Heavy Truck  
13.63

31364 - Truckdriver, Tractor-Trailer  
13.63  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
7.62  
99030 - Cashier  
7.12  
99041 - Carnival Equipment Operator  
9.58  
99042 - Carnival Equipment Repairer  
10.35  
99043 - Carnival Worker  
7.05  
99050 - Desk Clerk  
8.12  
99095 - Embalmer  
19.38  
99300 - Lifeguard  
9.64  
99310 - Mortician  
19.38  
99350 - Park Attendant (Aide)  
12.14  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
9.00  
99500 - Recreation Specialist  
10.89  
99510 - Recycling Worker  
8.66  
99610 - Sales Clerk  
9.64  
99620 - School Crossing Guard (Crosswalk Attendant)  
7.70  
99630 - Sport Official  
8.37  
99658 - Survey Party Chief (Chief of Party)  
11.73  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
10.66  
99660 - Surveying Aide  
8.54  
99690 - Swimming Pool Operator  
12.53  
99720 - Vending Machine Attendant  
10.20  
99730 - Vending Machine Repairer  
12.53  
99740 - Vending Machine Repairer Helper  
10.20

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or



successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundrying in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2339 REV (23)

dated 06/28/2004

This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham.

94-2339 NH, STATEWIDE

WAGE DETERMINATION NO: 94-2339 REV (23) AREA: NH, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2340

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: 1994-2339  
Revision No.: 23  
Date Of Revision: 06/28/2004

— This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham.

—

— \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
-------------------------	-------------------

01000 - Administrative Support and Clerical Occupations	
---	--

01011 - Accounting Clerk I	
----------------------------	--

10.89	
-------	--

01012 - Accounting Clerk II	
-----------------------------	--

11.88	
-------	--

01013 - Accounting Clerk III	
------------------------------	--

13.34	
-------	--

01014 - Accounting Clerk IV	
-----------------------------	--

14.91	
-------	--

01030 - Court Reporter	
------------------------	--

13.50	
-------	--

01050 - Dispatcher, Motor Vehicle	
-----------------------------------	--

14.62	
-------	--

01060 - Document Preparation Clerk	
------------------------------------	--

12.34	
-------	--

01070 - Messenger (Courier)	
-----------------------------	--

10.27	
-------	--

01090 - Duplicating Machine Operator	
--------------------------------------	--

11.59	
-------	--

01110 - Film/Tape Librarian	
-----------------------------	--

12.11	
-------	--

01115 - General Clerk I  
9.25  
01116 - General Clerk II  
10.46  
01117 - General Clerk III  
11.65  
01118 - General Clerk IV  
13.07  
01120 - Housing Referral Assistant  
15.78  
01131 - Key Entry Operator I  
10.68  
01132 - Key Entry Operator II  
12.88  
01191 - Order Clerk I  
12.01  
01192 - Order Clerk II  
13.40  
01261 - Personnel Assistant (Employment) I  
11.02  
01262 - Personnel Assistant (Employment) II  
12.38  
01263 - Personnel Assistant (Employment) III  
13.85  
01264 - Personnel Assistant (Employment) IV  
16.16  
01270 - Production Control Clerk  
16.51  
01290 - Rental Clerk  
10.83  
01300 - Scheduler, Maintenance  
12.29  
01311 - Secretary I  
12.29  
01312 - Secretary II  
13.50  
01313 - Secretary III  
15.78  
01314 - Secretary IV  
18.00  
01315 - Secretary V  
19.94  
01320 - Service Order Dispatcher  
13.30  
01341 - Stenographer I  
11.00  
01342 - Stenographer II  
12.28  
01400 - Supply Technician  
18.00  
01420 - Survey Worker (Interviewer)  
11.90  
01460 - Switchboard Operator-Receptionist  
10.57  
01510 - Test Examiner  
13.50  
01520 - Test Proctor  
13.50



01531 - Travel Clerk I  
11.18  
01532 - Travel Clerk II  
11.86  
01533 - Travel Clerk III  
12.57  
01611 - Word Processor I  
11.31  
01612 - Word Processor II  
12.70  
01613 - Word Processor III  
13.96  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
11.61  
03041 - Computer Operator I  
11.61  
03042 - Computer Operator II  
13.52  
03043 - Computer Operator III  
18.01  
03044 - Computer Operator IV  
20.00  
03045 - Computer Operator V  
22.15  
03071 - Computer Programmer I (1)  
15.92  
03072 - Computer Programmer II (1)  
17.93  
03073 - Computer Programmer III (1)  
24.52  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
25.52  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
12.65  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
16.43  
05010 - Automotive Glass Installer  
14.41  
05040 - Automotive Worker  
14.34  
05070 - Electrician, Automotive  
15.13  
05100 - Mobile Equipment Servicer  
12.80  
05130 - Motor Equipment Metal Mechanic  
15.91  
05160 - Motor Equipment Metal Worker  
14.34  
05190 - Motor Vehicle Mechanic  
15.63

05220 - Motor Vehicle Mechanic Helper  
12.06  
05250 - Motor Vehicle Upholstery Worker  
13.57  
05280 - Motor Vehicle Wrecker  
14.34  
05310 - Painter, Automotive  
16.45  
05340 - Radiator Repair Specialist  
14.34  
05370 - Tire Repairer  
12.26  
05400 - Transmission Repair Specialist  
15.91  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
8.86  
07010 - Baker  
10.99  
07041 - Cook I  
9.17  
07042 - Cook II  
10.65  
07070 - Dishwasher  
7.78  
07130 - Meat Cutter  
13.45  
07250 - Waiter/Waitress  
7.48  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
15.00  
09040 - Furniture Handler  
11.63  
09070 - Furniture Refinisher  
16.50  
09100 - Furniture Refinisher Helper  
13.15  
09110 - Furniture Repairer, Minor  
14.81  
09130 - Upholsterer  
15.00  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
10.05  
11060 - Elevator Operator  
9.87  
11090 - Gardener  
12.45  
11121 - House Keeping Aid I  
9.04  
11122 - House Keeping Aid II  
9.87  
11150 - Janitor  
10.22  
11210 - Laborer, Grounds Maintenance  
11.46  
11240 - Maid or Houseman  
9.04

11270 - Pest Controller  
13.30  
11300 - Refuse Collector  
11.04  
11330 - Tractor Operator  
11.77  
11360 - Window Cleaner  
10.92  
12000 - Health Occupations  
12020 - Dental Assistant  
13.98  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
12.51  
12071 - Licensed Practical Nurse I  
12.75  
12072 - Licensed Practical Nurse II  
14.31  
12073 - Licensed Practical Nurse III  
16.01  
12100 - Medical Assistant  
12.35  
12130 - Medical Laboratory Technician  
14.81  
12160 - Medical Record Clerk  
11.69  
12190 - Medical Record Technician  
14.04  
12221 - Nursing Assistant I  
9.01  
12222 - Nursing Assistant II  
10.12  
12223 - Nursing Assistant III  
11.05  
12224 - Nursing Assistant IV  
12.40  
12250 - Pharmacy Technician  
12.64  
12280 - Phlebotomist  
12.82  
12311 - Registered Nurse I  
18.04  
12312 - Registered Nurse II  
22.07  
12313 - Registered Nurse II, Specialist  
22.07  
12314 - Registered Nurse III  
26.70  
12315 - Registered Nurse III, Anesthetist  
26.70  
12316 - Registered Nurse IV  
32.00  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
17.84  
13011 - Exhibits Specialist I  
16.49  
13012 - Exhibits Specialist II  
19.62

13013 - Exhibits Specialist III  
24.01  
13041 - Illustrator I  
12.93  
13042 - Illustrator II  
18.06  
13043 - Illustrator III  
21.79  
13047 - Librarian  
19.44  
13050 - Library Technician  
12.24  
13071 - Photographer I  
12.02  
13072 - Photographer II  
13.51  
13073 - Photographer III  
17.28  
13074 - Photographer IV  
20.84  
13075 - Photographer V  
25.33  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
8.42  
15030 - Counter Attendant  
8.42  
15040 - Dry Cleaner  
11.18  
15070 - Finisher, Flatwork, Machine  
8.42  
15090 - Presser, Hand  
8.42  
15100 - Presser, Machine, Drycleaning  
8.42  
15130 - Presser, Machine, Shirts  
8.42  
15160 - Presser, Machine, Wearing Apparel, Laundry  
8.42  
15190 - Sewing Machine Operator  
11.86  
15220 - Tailor  
12.39  
15250 - Washer, Machine  
9.36  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
16.49  
19040 - Tool and Die Maker  
19.47  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
17.00  
21020 - Material Coordinator  
17.54  
21030 - Material Expediter  
17.54  
21040 - Material Handling Laborer  
10.64

21050 - Order Filler  
10.35  
21071 - Forklift Operator  
13.25  
21080 - Production Line Worker (Food Processing)  
13.25  
21100 - Shipping/Receiving Clerk  
12.37  
21130 - Shipping Packer  
12.37  
21140 - Store Worker I  
10.82  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
13.17  
21210 - Tools and Parts Attendant  
13.25  
21400 - Warehouse Specialist  
13.25  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
20.54  
23040 - Aircraft Mechanic Helper  
14.72  
23050 - Aircraft Quality Control Inspector  
21.35  
23060 - Aircraft Servicer  
16.59  
23070 - Aircraft Worker  
17.54  
23100 - Appliance Mechanic  
18.35  
23120 - Bicycle Repairer  
12.26  
23125 - Cable Splicer  
22.19  
23130 - Carpenter, Maintenance  
15.65  
23140 - Carpet Layer  
17.49  
23160 - Electrician, Maintenance  
18.77  
23181 - Electronics Technician, Maintenance I  
15.82  
23182 - Electronics Technician, Maintenance II  
18.59  
23183 - Electronics Technician, Maintenance III  
22.11  
23260 - Fabric Worker  
15.11  
23290 - Fire Alarm System Mechanic  
17.36  
23310 - Fire Extinguisher Repairer  
14.26  
23340 - Fuel Distribution System Mechanic  
19.10  
23370 - General Maintenance Worker  
14.66  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
16.80

23430 - Heavy Equipment Mechanic  
16.65  
23440 - Heavy Equipment Operator  
16.90  
23460 - Instrument Mechanic  
17.74  
23470 - Laborer  
10.64  
23500 - Locksmith  
16.69  
23530 - Machinery Maintenance Mechanic  
18.75  
23550 - Machinist, Maintenance  
16.42  
23580 - Maintenance Trades Helper  
11.96  
23640 - Millwright  
18.43  
23700 - Office Appliance Repairer  
16.88  
23740 - Painter, Aircraft  
16.31  
23760 - Painter, Maintenance  
15.00  
23790 - Pipefitter, Maintenance  
18.93  
23800 - Plumber, Maintenance  
17.34  
23820 - Pneudraulic Systems Mechanic  
17.74  
23850 - Rigger  
17.74  
23870 - Scale Mechanic  
15.97  
23890 - Sheet-Metal Worker, Maintenance  
16.09  
23910 - Small Engine Mechanic  
14.32  
23930 - Telecommunication Mechanic I  
19.60  
23931 - Telecommunication Mechanic II  
21.24  
23950 - Telephone Lineman  
19.60  
23960 - Welder, Combination, Maintenance  
16.76  
23965 - Well Driller  
17.21  
23970 - Woodcraft Worker  
17.74  
23980 - Woodworker  
12.69  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
8.75  
24580 - Child Care Center Clerk  
10.91  
24600 - Chore Aid  
8.67

24630 - Homemaker  
12.85  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
17.44  
25040 - Sewage Plant Operator  
16.48  
25070 - Stationary Engineer  
17.44  
25190 - Ventilation Equipment Tender  
13.26  
25210 - Water Treatment Plant Operator  
16.48  
27000 - Protective Service Occupations  
(not set) - Police Officer  
20.49  
27004 - Alarm Monitor  
13.35  
27006 - Corrections Officer  
17.69  
27010 - Court Security Officer  
18.18  
27040 - Detention Officer  
17.69  
27070 - Firefighter  
17.26  
27101 - Guard I  
10.40  
27102 - Guard II  
15.16  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
17.37  
28020 - Hatch Tender  
17.37  
28030 - Line Handler  
17.37  
28040 - Stevedore I  
15.75  
28050 - Stevedore II  
17.57  
29000 - Technical Occupations  
21150 - Graphic Artist  
18.26  
29010 - Air Traffic Control Specialist, Center (2)  
30.50  
29011 - Air Traffic Control Specialist, Station (2)  
21.03  
29012 - Air Traffic Control Specialist, Terminal (2)  
23.16  
29023 - Archeological Technician I  
16.95  
29024 - Archeological Technician II  
18.96  
29025 - Archeological Technician III  
23.50  
29030 - Cartographic Technician  
22.35

29035 - Computer Based Training (CBT) Specialist/ Instructor  
25.52  
29040 - Civil Engineering Technician  
18.57  
29061 - Drafter I  
14.08  
29062 - Drafter II  
15.82  
29063 - Drafter III  
18.96  
29064 - Drafter IV  
23.50  
29081 - Engineering Technician I  
12.73  
29082 - Engineering Technician II  
14.28  
29083 - Engineering Technician III  
19.94  
29084 - Engineering Technician IV  
21.61  
29085 - Engineering Technician V  
24.72  
29086 - Engineering Technician VI  
29.92  
29090 - Environmental Technician  
17.86  
29100 - Flight Simulator/Instructor (Pilot)  
29.98  
29160 - Instructor  
22.47  
29210 - Laboratory Technician  
18.02  
29240 - Mathematical Technician  
18.06  
29361 - Paralegal/Legal Assistant I  
14.66  
29362 - Paralegal/Legal Assistant II  
18.08  
29363 - Paralegal/Legal Assistant III  
21.17  
29364 - Paralegal/Legal Assistant IV  
26.75  
29390 - Photooptics Technician  
19.95  
29480 - Technical Writer  
27.29  
29491 - Unexploded Ordnance (UXO) Technician I  
19.38  
29492 - Unexploded Ordnance (UXO) Technician II  
23.45  
29493 - Unexploded Ordnance (UXO) Technician III  
28.11  
29494 - Unexploded (UXO) Safety Escort  
19.38  
29495 - Unexploded (UXO) Sweep Personnel  
19.38  
29620 - Weather Observer, Senior (3)  
20.75



29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
18.68  
29622 - Weather Observer, Upper Air (3)  
18.68  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
12.43  
31260 - Parking and Lot Attendant  
9.22  
31290 - Shuttle Bus Driver  
13.59  
31300 - Taxi Driver  
11.16  
31361 - Truckdriver, Light Truck  
13.59  
31362 - Truckdriver, Medium Truck  
14.51  
31363 - Truckdriver, Heavy Truck  
15.32  
31364 - Truckdriver, Tractor-Trailer  
15.32  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
8.93  
99030 - Cashier  
8.16  
99041 - Carnival Equipment Operator  
9.78  
99042 - Carnival Equipment Repairer  
10.35  
99043 - Carnival Worker  
8.10  
99050 - Desk Clerk  
9.59  
99095 - Embalmer  
23.05  
99300 - Lifeguard  
10.19  
99310 - Mortician  
26.62  
99350 - Park Attendant (Aide)  
12.79  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
10.26  
99500 - Recreation Specialist  
12.12  
99510 - Recycling Worker  
13.22  
99610 - Sales Clerk  
10.66  
99620 - School Crossing Guard (Crosswalk Attendant)  
9.11  
99630 - Sport Official  
9.60  
99658 - Survey Party Chief (Chief of Party)  
15.20  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
13.82

99660 - Surveying Aide  
9.25  
99690 - Swimming Pool Operator  
13.50  
99720 - Vending Machine Attendant  
11.33  
99730 - Vending Machine Repairer  
13.36  
99740 - Vending Machine Repairer Helper  
11.40

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C.276a to 276a-7) of the Contract Clauses\*:

Decision No. MS030003 dated 04/08/2005

APPLIES TO ALL BUILDING WORK PERFORMED IN VICKSBURG,  
WARREN COUNTY, MISSISSIPPI

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, and pits, and the like, which are set up exclusively to furnish material to the on-site instruction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number: MS030003 04/08/2005 MS3

Superseded General Decision Number: MS020003

State: Mississippi

Construction Types: Building

Counties: Adams, Amite, Claiborne, Copiah, Covington, Franklin, Jefferson, Jefferson Davis, Lawrence, Lincoln, Pike, Simpson, Walthall, Warren and Wilkinson Counties in Mississippi.

BUILDING CONSTRUCTION PROJECTS (excluding single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	06/13/2003
1	10/31/2003
2	12/05/2003
3	01/16/2004
4	01/30/2004
5	04/02/2004
6	05/07/2004
7	07/16/2004
8	10/15/2004
9	02/04/2005
10	04/08/2005

CARP0303-001 07/01/2004

	Rates	Fringes
Carpenter.....	\$ 19.10	4.00
Millwright/Piledriverman.....	\$ 20.10	4.00

\* ELEC0480-001 01/01/2005

ADAMS, AMITE, CLAIBORNE, COPIAH, COVINGTON, FRANKLIN, JEFFERSON,  
LAWRENCE, LINCOLN, PIKE, SIMPSON, WALTHALL, WARREN  
AND WILKINSON COUNTIES

	Rates	Fringes
Electrician.....	\$ 19.90	6.93

\* ELEC0903-002 12/01/2004

JEFFERSON DAVIS

	Rates	Fringes
Cable Splicer.....	\$ 19.70	6.27
Electrician.....	\$ 19.45	6.23

\* ELEV0124-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 27.605	12.015+A

FOOTNOTE: A - UNDER 5 YEARS EMPLOYMENT 6% OF BHR; OVER 5  
YEARS EMPLOYMENT 8% OF BHR; Paid Holidays - New Year's Day,  
Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after  
Thanksgiving Day, and Christmas Day.

ENGI0624-001 01/01/2005



	Rates	Fringes
Power equipment operators:		
Forklift, 2-ton and under...	\$ 14.40	7.65
Forklift, 5-ton and over....	\$ 17.90	7.65
Forklift, over 2-ton and less than 5-ton.....	\$ 16.90	7.65

-----  
SFMS0669-002 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 21.25	10.00

-----  
SUMS2000-001 03/21/2000

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 15.25	.30
Cement Mason/Concrete Finisher.	\$ 10.86	.30
Insulators - Heat and Frost....	\$ 13.83	
Ironworker, Reinforcing.....	\$ 14.25	
Ironworker, Structural.....	\$ 14.49	
Laborer, Unskilled (Including mason tender).....	\$ 7.80	1.15
Painter, Brush (Including drywall finishing).....	\$ 10.00	.50
Plumber (Including HVAC pipe)..	\$ 11.92	.73
Power equipment operators:		
Backhoe.....	\$ 12.23	
Crane.....	\$ 13.20	.30
Roofer (including Built Up, Composition and Single Ply)....	\$ 10.00	.60
Sheet Metal Worker (Including HVAC duct work).....	\$ 12.95	1.73
Truck Driver.....	\$ 10.74	.30
Waterproofer.....	\$ 13.63	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### ----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response

from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. MS030020 dated 06/13/2003

APPLIES TO ALL HEAVY CONSTRUCTION WORK IN VICKSBURG,  
WARREN COUNTY, MISSISSIPPI

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number MS030020 06/13/2003 MS20

Superseded General Decision No. MS020020

State: Mississippi

Construction Type:

HEAVY

County(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
HARRISON	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

HEAVY CONSTRUCTION PROJECTS (including Water & Sewer Lines)  
excluding all work in conjunction with the Tennessee Tombigbee Waterway  
Project.

Modification Number	Publication Date
0	06/13/2003

## COUNTY(ies):

ADAMS	ISSAQUENA	PERRY
ALCORN	ITAWAMBA	PIKE
AMITE	JASPER	PONTOTOC
ATTALA	JEFFERSON	PRENTISS
BENTON	JEFFERSON DAVIS	QUITMAN
BOLIVAR	JONES	RANKIN
CALHOUN	KEMPER	SCOTT
CARROLL	LAFAYETTE	SHARKEY
CHICKASAW	LAMAR	SIMPSON
CHOCTAW	LAUDERDALE	SMITH
CLAIBORNE	LAWRENCE	STONE
CLARKE	LEAKE	SUNFLOWER
CLAY	LEE	TALLAHATCHIE
COAHOMA	LEFLORE	TATE
COPIAH	LINCOLN	TIPPAH
COVINGTON	LOWNDES	TISHOMINGO
DE SOTO	MADISON	TUNICA
FORREST	MARION	UNION
FRANKLIN	MARSHALL	WALTHALL
GEORGE	MONROE	WARREN
GREENE	MONTGOMERY	WASHINGTON
GRENADA	NESHOBA	WAYNE
HANCOCK	NEWTON	WEBSTER
HARRISON	NOXUBEE	WILKINSON
HINDS	OKTIBBEHA	WINSTON
HOLMES	PANOLA	YALOBUSHA
HUMPHREYS	PEARL RIVER	YAZOO

## SUMS2001A

CONSTRUCTION DESCRIPTION: Heavy Construction (including Water & Sewer Lines) excluding all work in conjunction with the Tennessee Tombigee Waterway Project and Heavy Construction in Jackson County.

SUMS2001A 11/01/1980

	Rates	Fringes
BRICKLAYERS	8.00	
CARPENTERS	6.23	
CEMENT MASONS	5.15	
ELECTRICIANS	9.84	
IRONWORKERS	8.15	
LABORERS:		
Unskilled	5.15	
Pipelayers	5.15	

Drillers	5.15
PAINTERS	7.00
PLUMBERS	7.81
POWER EQUIPMENT OPERATORS:	
Backhoe	5.56
Bulldozer	5.38
Crane	6.61
Dragline	5.94
Front End Loader	5.40
Mechanic	8.15
Motor Grader	5.25
Scraper	5.15
Oiler	5.51

WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. MS030023 dated 06/13/2003

APPLIES TO ALL HIGHWAY WORK PERFORMED IN VICKSBURG,  
WARREN COUNTY, MISSISSIPPI (DESIGNATED IN ZONE 2 IN  
WAGE DECISION)

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))



General Decision Number MS030023 06/13/2003 MS23  
Superseded General Decision No. MS020023

State: Mississippi  
Construction Type:

HIGHWAY

County(ies):

ATTALA	JASPER	SCOTT
CLAIBORNE	KEMPER	SHARKEY
CLARKE	LAUDERDALE	SIMPSON
COPIAH	LEAKE	SMITH
HOLMES	NESHOBA	WARREN
HUMPHREYS	NEWTON	WINSTON
ISSAQUENA	NOXUBEE	YAZOO

HIGHWAY CONSTRUCTION PROJECTS (does not include Building Structures in Rest Area Projects and Railroad Construction; Bascule; Suspension; and Spandrel Arch Bridges designed for Commercial Navigation; Bridges involving Marine Construction and other major bridges).

Modification Number    Publication Date  
0                            06/13/2003

COUNTY(ies):

ATTALA	JASPER	SCOTT
CLAIBORNE	KEMPER	SHARKEY
CLARKE	LAUDERDALE	SIMPSON
COPIAH	LEAKE	SMITH
HOLMES	NESHOBA	WARREN
HUMPHREYS	NEWTON	WINSTON
ISSAQUENA	NOXUBEE	YAZOO

SUMS3057A 02/22/1993

Rates            Fringes

ZONE 1 - CLAIBORNE, COPIAH, HOLMES, HUMPHREYS, ISSAQUENA, SHARKEY, SIMPSON, WARREN, & YAZOO.

ZONE 2 - ATTALA, CLARKE, JASPER, KEMPER, LAUDERDALE, LEAKE, NESHOBA, NEWTON, NOXUBEE, SCOTT, SMITH, & WINSTON

	ZONE 1	ZONE 2
CARPENTERS	\$7.98	\$8.61
CEMENT FINISHERS/MASONS	7.84	7.51
ELECTRICIAN	13.40	14.40
IRONWORKERS (Reinforcing) (Tie Steel)	11.00	8.76
IRONWORKERS (Structural)	8.00	6.50
JOINT FILLER	5.15	5.15
JOINT SETTERS	5.15	5.15
LABORERS:		

AIR TOOL OP. (Jackhammer)	6.15	5.44	
ASPHALT RAKER		6.54	6.15
FORM SETTER	7.29	6.58	
GRADE CHECKERS (Asphalt)	7.25	6.29	
MASON TENDERS		6.74	6.90
PIPELAYER	7.17	7.27	
UNSKILLED	6.16	5.57	
PAINTERS (Structural Steel)		7.75	8.63
PILEDRIVERMAN		8.28	8.50
POWER EQUIPMENT OPERATORS:			
AGGREGATE SPREADER	6.75	6.74	
ASPHALT BROOM (Sweeper)	6.85	5.25	
ASPHALT DISTRIBUTOR	7.28	6.00	
ASPHALT PAVING MACHINE/ SPREADER	7.75	6.81	
ASPHALT PLANT OPERATOR	6.31	6.25	
BACKHOE (Shovel)	8.76	7.95	
BULLDOZER	8.52	7.94	
CONCRETE BREAKER AND HYDRO-HAMMER OPERATOR	7.25	7.60	
CONCRETE FINISHING/CURING MACHINE	10.00	7.85	
CONCRETE PAVING MACHINE (Spreader)	8.75	9.78	
CONCRETE SAW		8.40	8.13
CRANE/Dragline	9.00	8.23	
CRUSHER FEEDER MACHINE OPERATOR	9.50	5.15	
EARTH AUGER OPERATOR	8.00	8.00	
LOADER (ALL TYPES)	7.80	7.00	
MECHANIC (HEAVY EQUIPMENT)	8.99	8.07	
MILLING MACHINE OPERATOR	7.75	7.11	
MIXER (ALL TYPES)		6.73	6.00
MOTOR PATROL (GRADER)	9.00	8.33	
MULCHER MACHINE	5.15	5.25	
OILER/GREASER	8.00	6.45	
PILEDRIVER	8.00	9.00	
ROLLER (SELF-PROPELLED)	6.72	5.44	
SCRAPER (ALL TYPES)	7.00	7.50	
STRIPING MACHINE OPERATOR 1	5.00	8.00	
TRACTOR (WHEEL TYPE)	6.87	6.17	
TRACTOR (TRACK TYPE)	7.00	6.13	
TRENCHING MACHINE	8.01	7.00	
WELDERS	10.00	6.50	
TRUCK DRIVERS (ALL TYPES)	7.07	6.24	
GUARD RAIL POST DRIVER	9.00	8.57	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

=

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. NH030003 dated 03/05/2004

APPLIES TO ALL HEAVY WORK PERFORMED IN HANOVER,  
GRAFTON COUNTY, NEW HAMPSHIRE

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number: NH030003 03/05/2004 NH3

Superseded General Decision Number: NH020003

State: New Hampshire

Construction Types: Heavy

Counties: Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack and Sullivan

Counties in New Hampshire.

#### Heavy Construction Projects

Modification Number Publication Date

0 06/13/2003

1 03/05/2004

\* IRON0474-002 03/16/2003

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 19.70	11.75

-----  
SUNH2000-002 02/29/2000

	Rates	Fringes
Carpenter.....	\$ 13.62	2.24
Cement Mason.....	\$ 15.00	
Laborers:		
Flaggers.....	\$ 7.00	
Pipelayers.....	\$ 10.13	
Unskilled.....	\$ 9.47	1.80
Pipefitter.....	\$ 15.41	2.24
Power equipment operators:		
Backhoes.....	\$ 12.65	
Bulldozers.....	\$ 11.55	
Cranes.....	\$ 16.61	2.24
Excavators.....	\$ 13.38	
Loaders.....	\$ 13.37	2.11
Pavers.....	\$ 19.73	4.80
Rollers.....	\$ 13.08	
Truck Driver, Dump.....	\$ 9.61	.88

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. NH030004 dated 01/14/2005

APPLIES TO ALL HIGHWAY WORK PERFORMED IN HANOVER,  
GRAFTON COUNTY, NEW HAMPSHIRE

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number: NH030004 01/14/2005 NH4

Superseded General Decision Number: NH020004

State: New Hampshire

Construction Types: Highway

Counties: New Hampshire Statewide.

Highway Construction Projects excluding major bridging (for example, bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be made navigable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number Publication Date

0	06/13/2003
1	11/14/2003
2	03/05/2004
3	08/20/2004
4	01/14/2005

\* ENGI0004-016 12/01/2004

ROCKINGHAM and STRAFFORD COUNTIES:

	Rates	Fringes
Backhoe.....	\$.22.94	14.76

-----  
ENGI0098-011 04/01/2001

HILLSBOROUGH COUNTY:

	Rates	Fringes
Power equipment operators:		
BACKHOES.....	\$ 22.00	5.65

-----  
LABO0668-002 06/01/2001

HILLSBOROUGH and STRAFFORD COUNTIES:

	Rates	Fringes
Laborers:		
GUARDRAIL LABORERS.....	\$ 15.00	7.15

-----  
LABO0976-001 06/01/2001

ROCKINGHAM COUNTY:

	Rates	Fringes
Laborers:		
GUARDRAIL LABORERS.....	\$ 15.00	7.15

-----  
\* SUNH2001-001 06/08/2001

	Rates	Fringes
Carpenter		
CARPENTERS incl FORMWORK...	\$.14.86	1.33
Ironworker, Structural		
(BELKNAP, CARROLL, CHESHIRE,		
COOS, GRAFTON, MERRIMACK, AND		
SULLIVAN COUNTIES:). ....	\$ 13.81	
BELKNAP, CARROLL,		
CHESHIRE, COOS, GRAFTON,		



MERRIMACK, AND SULLIVAN COUNTIES:.....	\$ 13.50	
Ironworker		
Reinforcing.....	\$ 13.00	1.70
Structural.....	\$ 13.50	1.66
Laborers:		
Flagger.....	\$ 9.05	1.15
Guardrail Laborer.....	\$ 10.00	.25
Pipelay.....	\$ 12.67	1.21
Unskilled Laborer.....	\$ 10.83	1.42
Unskilled, Laborer.....	\$ 11.54	1.19
Power equipment operators:		
Backhoe.....	\$ 16.02	1.68
Bulldozer.....	\$ 18.93	3.32
Compactor.....	\$ 12.14	1.40
Crane.....	\$ 17.16	1.38
Excavator.....	\$ 16.88	1.84
Grader.....	\$ 18.96	1.67
Loader.....	\$ 16.91	2.54
Mechanic (Maintenance).....	\$ 17.69	3.50
Paver.....	\$ 15.00	1.98
Roller.....	\$ 13.89	1.43
Truck Driver		
2,3 and 4 Axle.....	\$ 11.04	1.62
3 Axle.....	\$ 12.72	1.48
Dump.....	\$ 12.70	.97

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### ----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform  
with the requirements of the Davis-Bacon Act (40 U.S.C.  
276a to 276a-7) of the Contract Clauses\*:

Decision No. NH030005 dated 12/24/2004

APPLIES TO ALL BUILDING WORK PERFORMED IN HANOVER,  
GRAFTON COUNTY, NEW HAMPSHIRE

---

\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number: NH030005 12/24/2004 NH5

Superseded General Decision Number: NH020005

State: New Hampshire

Construction Types: Building

Counties: Belknap, Carroll, Coos and Grafton Counties in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date

0 06/13/2003

1 11/14/2003

2 04/30/2004

3 12/24/2004

ELEC0490-001 12/01/2001

	Rates	Fringes
Electrician.....	\$ 22.90	7.00+3%

PAIN0035-019 01/01/2004

	Rates	Fringes
Painter		
PAINTERS, EXCL. DRYWALL.....	\$ 16.84	5.46

\* PLUM0131-002 06/01/2004

	Rates	Fringes
Pipefitter		
PIPEFITTERS, INCL. HVAC.....	\$ 24.15	14.10

SUNH1991-001 02/01/1991

	Rates	Fringes
Carpenter		
CARPENTERS: (Excl. Drywall & Batt Insul.).....	\$ 12.34	2.03
Cement Mason.....	\$ 9.90	
Glazier.....	\$ 10.02	1.61
Ironworker		
REINFORCING.....	\$ 13.60	
STRUCURAL.....	\$ 11.84	2.20
Laborers:		
UNSKILLED.....	\$ 9.60	2.10
Plumber.....	\$ 16.88	3.29
Power equipment operators:		
BULLDOZER.....	\$ 9.60	1.03
CRANE.....	\$ 14.35	2.54
Sheet Metal Worker		
SHEET METAL WORKERS, INCUL. HVAC.....	\$ 12.11	2.48
Truck Driver.....	\$ 8.34	0.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue. 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ELECTRONIC FUNDS TRANSFER

**US ARMY CORPS OF ENGINEERS  
ELECTRONIC PAYMENTS/DIRECT DEPOSIT**

- 1. The Debt Collection Improvement Act of 1996 provided that Federal payments shall be made by electronic funds transfer (EFT). The Corps issues electronic corporate payments through the Automated Clearing House (ACH) network using the Cash Concentration or Disbursement Plus Addendum (CCD+) payment format. Instead of receiving checks, you will have payments directly deposited into your checking or savings account.**
- 2. The benefits of receiving payments electronically are no lost or stolen checks, no deposit delays, prompt availability of funds, fully traceable payments, and decrease in fraud.**
- 3. EFT/Direct Deposit payments are available for vendors who have active contracts with the Corps sites within the Continental United States. Corps travelers working for these sites should also sign up for EFT.**
- 4. Attached is Form UFC-DISB-4 with instructions that can be used by both vendors and travelers to sign up for Corps EFT payments.**
- 5. Point of contact for questions is Michael Rye, commercial 901-874-8543, DSN 882-8543, Corps email address; [t0rmfmtr@cefc.fc](mailto:t0rmfmtr@cefc.fc), Internet address; [Michael.T.Rye@usace.army.mil](mailto:Michael.T.Rye@usace.army.mil).**

## **INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4**

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**



# DIRECT DEPOSIT AUTHORIZATION FORM

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

(1) Check One of the following Statements::

I am not currently participating in the Direct Deposit Program.

OR

I am currently participating in the Direct Deposit Program.

( ) **ADD** - Deposit my payment to the account shown.

( ) **CHANGE** - Change financial institutions and/or account number.

(2) Installation EROC \_\_\_\_\_

Name or (Company as shown on invoice): ( 3 )	
Address: ( 4 )	
City: ( 5 )	State: Zip: ( 5 )
Mailing Address (if different): ( 6 )	
Daytime Phone: ( ) ( 7 )	

Contract # (Optional):

If more than one contract, please list on a separate sheet.

Please ask your Financial Institution for your Depositor Account Number and Routing Number  
(Indicate which type account to credit)

Type of Depositor Account Please check a box.	Checking (8)	Saving (9)
Depositor Account Number (10)		

Name of Financial Institution: ( 11 )	
Address: ( 12 )	
City: ( 13 )	State: Zip: ( 13 )
Routing Number: (14)	
Depositor Account Title: ( 15 )	

Tax ID Number (TIN) for Business: (16)	
---	--

**SIGNATURE:**\_(17)\_\_\_\_\_ **DATE:**\_(18)\_\_\_\_\_

**Mail To: USACE Finance Center, ATTN: EFT/DISB, 5722 Integrity Drive, Millington, TN 38054-5005**  
FORM: UFC-DISB-4

CENTRAL CONTRACTOR REGISTRATION



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 1715  
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

17 August 2004

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, Subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at [www.ccr.gov](http://www.ccr.gov). Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")
6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
  - Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.
  - Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.
7. This memorandum supersedes CENAB-CT memorandum, dated 5 June 2002, Subject: Central Contractor Registration (CCR).

*James J. Rich*  
JAMES J. RICH, PhD.  
Chief, Contracting Division

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

PERFORMANCE ASSESSMENT REPORT



## Performance Assessment Report

---

☐ Interim ☐ Final ☐ Addendum      Period Report:      From:      To:

---

### SECTION I

<b>1a. Contractor</b>	<b>2a. Contract Number:</b>
Division:	<b>2b. Modification Number</b>
Street 1:	<b>2c. Del/Task Order No:</b>
Street 2:	<b>2d. Initial Value: \$</b>
Street 3:	(Base + Options)
City:	<b>2e. Current Value: \$</b>
State:	<b>3a. Award Date</b>
Zip:	<b>3b. Completion Date:</b>
Country:	
Place of Performance	
<b>1b. CAGE:</b>	
<b>1c. DUNS:</b>	

### SECTION II

<b>4a. Contractor POC</b>			<b>4b. Gov't Contract Specialist/Administrator</b>			
	Last	First	MI	Last	First	MI
Name:						
Position/Title:						
MACOM:						
Street 1:						
Street 2:						
Street 3:						
City:						
State:						
Zip:						
Country:						
Comm:						
DSN:						
Fax Comm:						
Fax DSN:						
Intl. :						
Intl Fax:						
Email:						

### Section III

5. Method of Contract:  
☐ Sealed Bid ☐ Negotiated
6. Type of Contract:  

<input type="checkbox"/> FFP	<input type="checkbox"/> FPR	<input type="checkbox"/> CC	<input type="checkbox"/> CPFF	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FP-EPA	<input type="checkbox"/> T&M	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> Agreement
<input type="checkbox"/> FPI	<input type="checkbox"/> CS	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID/IQ	<input type="checkbox"/> Letter
7. Socio-economic Program:  
☐ SBSA ☐ W/O ☐ Hub Zone ☐ None  
☐ HBCU/MI ☐ SBIR ☐ SDBSA
8. Competition:  
☐ Competed Action ☐ Follow on to Completed Action  
☐ Not Available for Competition ☐ Not Competed
9. Type of Supply/Service:  
☐ Commercial ☐ Non-Developmental Item ☐ Non-Commercial

### SECTION IV

10. Business Sector:  

<input type="radio"/> Space	<input type="radio"/> Ground Vehicles	<input type="radio"/> Information Technology
<input type="radio"/> Ordnance	<input type="radio"/> Shipbuilding	<input type="radio"/> Science & Technology
<input type="radio"/> Aircraft	<input type="radio"/> Other Systems	<input type="radio"/> Services
<input type="radio"/> Training Systems	<input type="radio"/> Operations Support	

11.a FSCs:

11.b SICs:

12. Description of Requirement:

---

---

13. Sub-Contractors:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

Name:  
Street1:  
Street2:  
Street3:  
City:  
State: Zip:  
Country:  
Description:

---

---

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

**Ratings**

Exceptional (Dark Blue)  
Very Good (Purple)  
Satisfactory (Green)  
Marginal (Yellow)  
Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

14.  
a. Quality of Product/Service

- 
- 
- b. Schedule

- 
- 
- c. Cost Control

- 
- 
- d. Business Relations

- 
- 
- e. Management of Key Personnel

f. Other (Optional)

---

---

SECTION VI

15. Evaluator(s):

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

  

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

  

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

---

---

16. Contracting Officer/Program Manager:

	Last	First	MI	Date Approved by KO/PM:
Name:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

---

---

17. Contractor Review:

                    Last                                    First                                    MI                                    Position/Title  
Name:  
    Date PAR Sent To Contractor:  
    Date Contractor Received PAR:                                    Date of Receipt of Contractor Response:  
  
        Commercial:  DSN:  
        FAX Comm:  FAX DSN:  
        International:  Int FAX Comm:  
    E-Mail Address:  
Comments provided?                    Yes                    No                    If YES, Indicate Number of Pages Attached (     )

---

---

18. Reviewing Official:

                    Last                                    First                                    MI                                    Date Referred:  
Name:  
  
        Commercial:  DSN:  
        FAX Comm:  FAX DSN:  
        International:  Int FAX Comm:  
    E-Mail Address:  
Reviewing Official Comments, if applicable: (     )     Number of pages     Date of Resolution:

---

---

19. Source Selection Availability.

    Date of Final Review:                                    Date PAR entered into PPIMS:

---

---

PAST PERFORMANCE QUESTIONNAIRE

## Past Performance Questionnaire

### 1. CONTRACT INFORMATION

<b>Contractor:</b>				<b>Contract No.:</b>			
<b>Contract Type</b>	Negotiated		Sealed Bid		Competitive		
	Non-Competitive		Firm, Fixed Price		Cost Type		
<b>Period of Performance</b>		From:		To:			
<b>Initial \$ Value</b>			<b>Final \$ Value</b>				
<b>Brief Contract Description:</b>							
<b>Complexity:</b>	Difficult		Moderate		Routine		

### 2. RATER INFORMATION

Please provide the information requested below to assist the U.S. Army Corps of Engineers in evaluating past performance of prospective service providers.

<b>Name:</b>	
<b>Company/Organization:</b>	
<b>Position Title</b>	
<b>Telephone/Fax Nos.:</b>	
<b>Mailing Address:</b>	
<b>Length of Time Involved with the Contract</b>	
<b>Questionnaire Completion Date</b>	



### 3. GENERAL INFORMATION

Please answer the following questions:

[illegible]

***Please rate the statements below as they relate to the contractor's performance in each category. If a 'Poor' or 'Unacceptable' rating is given, please discuss in the section provided at the end of the rating section. If a statement is not applicable, indicate 'Not Applicable.'"***

The definitions for rating the statements in section 4.1 are provided below:

EXCELLENT	GOOD	FAIR	POOR	UNSATISFACTORY
All performance requirements were enhanced or exceeded. operational requirements met or exceeded.	All performance requirements were met; all operational requirements were met.	Most performance requirements were met; most operational requirements are met; some customer was intervention required.	Some performance requirements were met; some operational requirements were met; substantial customer intervention required.	Non-conformances compromise the program severely despite substantive intervention by the customer.

**4.2. Past Performance that demonstrates recent relevant past performance of projects that are comparable in size and scope to that as listed in the PWS and demonstrates customer satisfaction and timeliness.**

**42.1. Was the past performance based on projects that are comparable in size and scope to that as listed in the PWS? If no, why not?**

**4.2.2 Did the services meet contractual requirements, particularly with respect to the quality provided? If no, why not?**

**4.2.3 Was the Service Provider cooperative and responsive in a timely manner to your needs? If no, why not?**

**4.3 Please Discuss any Poor or Unsatisfactory Past Performance Ratings:**

[illegible]

## 5. CONCLUSION

Based on this Contractor's overall performance, would you award them another contract?				
		Yes		No
<b>If no, please explain.</b>				

*The undersigned hereby confirms that the information provided in this document is correct as written. Should any corrections be required, the undersigned shall contact the Contracting Officer not later than 7 calendar days after the date of the signature below. This confirmation shall allow the agency to use the information contained herein as source selection information.*

Signature		Date

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	JAN 2005
52.225-2	Buy American Act Certificate	JUN 2003
52.225-4	Buy American Act--North American Free Trade Agreement-- Israeli Trade Act Certificate	JAN 2005
52.225-4 Alt I	Buy American Act--North American Free Trade Agreement-- Israeli Trade Act Certificate (Jan 2005) Alternate I	JAN 2004
52.225-6	Trade Agreements Certificate	JAN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$30,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.



(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the

following.)

No. of Employees   Avg. Annual Gross Revenues

☐ 50 or fewer   ☐ \$1 million or less  
☐ 51 - 100   ☐ \$1,000,001 - \$2 million  
☐ 101 - 250   ☐ \$2,000,001 - \$3.5 million  
☐ 251 - 500   ☐ \$3,500,001 - \$5 million  
☐ 501 - 750   ☐ \$5,000,001 - \$10 million  
☐ 751 - 1,000   ☐ \$10,000,001 - \$17 million  
☐ Over 1,000   ☐ Over \$17 million

(End of provision)

**52.219-21   SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES  
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees   Avg. Annual Gross Revenues

☐ 50 or fewer   ☐ \$1 million or less  
☐ 51 - 100   ☐ \$1,000,001 - \$2 million  
☐ 101 - 250   ☐ \$2,000,001 - \$3.5 million  
☐ 251 - 500   ☐ \$3,500,001 - \$5 million  
☐ 501 - 750   ☐ \$5,000,001 - \$10 million  
☐ 751 - 1,000   ☐ \$10,000,001 - \$17 million  
☐ Over 1,000   ☐ Over \$17 million

(End of provision)

**52.219-22   SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified , on the date of this representation, as a certifies small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(3) Address. The offeror represents that its address\_\_\_\_\_is, \_\_\_\_\_is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. ``Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, ``address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2),



or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial

interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign Government

Description of Interest, Ownership  
Percentage, and Identification of  
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

## 2.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of 15 calendar days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3)) working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.



(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price/Time and Material Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of clause)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade	Location
0.8%	6.9%	Covered Areas in NH
32.0%	6.9%	Covered Areas in MS

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
  - (3) Estimated dollar amount of the subcontract;
  - (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is  
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].
- (End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.dtic.mil/dfars>

or by contacting Cathey Robertson by email at [cathey.robertson@nab02.usace.army.mil](mailto:cathey.robertson@nab02.usace.army.mil)

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(End of provision)

#### INFORMATIONAL TEXT

#### EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole

proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)  
(was0204-4008)

#### ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

(CENAB-CT MAY 1995)  
(EFARS 14.406-2)  
(was214-4009)

#### CAUTION TO BIDDERS--BID ERRORS

You are cautioned to exercise extreme care in preparation of your bid. Errors in bids are costly and could result in substantial loss to you as well as delayed award of contracts. Actions you can take to avoid errors are:

(a) Make sure your proposal takes into consideration all amendments to the RFP. If you are uncertain whether you have received all amendments, call the Baltimore District Office, telephone 410-962-3788 or 410-962-5637, in time to obtain any missing amendment.

(b) If you feel bidding requirements are unclear, contact the Baltimore District Office in writing for an explanation before preparing and submitting your bid.

(c) Verify all quantities and prices, especially quotations from subcontractors. Make sure no line items have been overlooked in recapitulating. Have your bid reviewed by qualified personnel other than those preparing the bid.

(d) Retain all original notes, subcontractor quotations, estimates, and summary worksheets from which your bid was prepared. If you have made a mistake in bid, you will need these papers to determine the nature and amount of an error and to support any request you may make for special relief.

End of Clause

(FAR 14.301/JUN 93)

#### DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)

(FAR 14.302)

#### SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -

U.S. Army Engineer District, Baltimore  
ATTN: District Counsel/CENAB-OC  
Room 6420, City Crescent Building  
10 South Howard Street  
Baltimore, Maryland 21201

(For mailed protests) -

U.S. Army Engineer District, Baltimore  
ATTN: CENAB-OC  
P.O. Box 1715  
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)

(FAR 52. 233-0002)

#### INSTRUCTIONS TO OFFERORS-A76

## L.1 COMPETITIVE SOURCING AND OMB CIRCULAR A-76 COMPLIANCE

L.1.1 Competitive Sourcing. This solicitation is part of a Competitive Sourcing Study conducted under the Office of Management and Budget (OMB) Circular A-76 (Revised) dated May 29, 2003, to determine whether accomplishing the specified work is the best value to the Government if performed by a private sector Service Provider under a contract or by Government performance through the Most Efficient Organization (MEO) via a Letter of Obligation.

L.1.2 Agency Tender. The Agency Tender is the agency's response to the solicitation. The Agency Tender Official (ATO) shall develop an Agency Tender that responds to the requirements of the solicitation, including section L (Instructions, Conditions, and Notices to Offerors or Respondents) and section M (Evaluation Factors for Award). In addition to the requirements of the solicitation, the Agency Tender shall include the following (a) an MEO; (b) a certified agency cost estimate developed in accordance with OMB Circular A-76, Attachment C (the agency's cost proposal) (this will include Section B, Bidding Schedule, for cost analysis purposes); (c) the MEO's Quality Control Plan; (d) the MEO's Phase-In Plan; and (e) copies of any existing, awarded MEO subcontracts (with the private sector providers' proprietary information redacted). The ATO shall provide the certified Agency Tender in a sealed package to the Contracting Officer by the solicitation closing date.

L.1.3 Agency Cost Estimate. The ATO shall develop and certify the agency cost estimate (the agency's cost proposal) in accordance with OMB Circular A-76, Attachment C, using the COMPARE costing software. The ATO shall not make changes to the agency cost estimate except as provided in paragraph, "Changes to the Agency Tender," below.

L.1.4 Changes to the Agency Tender. After the solicitation closing date, only the ATO may make changes to the Agency Tender, and such changes shall only be in response to the following (a) a solicitation amendment issued in accordance with the FAR; (b) the Contracting Officer's request for final proposal revisions to offers and tenders in accordance with FAR 15.307; (c) official changes to the standard cost factors identified in OMB Circular A-76, Attachment C; (d) version upgrades to the COMPARE costing software issued by the Department of Defense; or (e) resolution of a contest challenging a performance decision as provided by this attachment. The Contracting Officer shall retain documentation regarding any changes to the Agency Tender as part of the competition file and in a form suitable for audit.

L.1.5 Submission of the Agency Tender. The ATO shall deliver the Agency Tender to the Contracting Officer in a sealed package by the solicitation closing date. If the ATO does not anticipate submitting the Agency Tender to the Contracting Officer by the solicitation closing date, the ATO shall notify the Contracting Officer as soon as possible before the solicitation closing date. The Contracting Officer, in consultation with the Competitive Sourcing Official, shall determine if amending the solicitation closing date is in the best interest of the Government.

## L.2 General Information.

L.2.1 The source selection process will be conducted utilizing source selection procedures. Offers will be evaluated using the criteria under Section M, "Factors to be Evaluated." Noncompliance with the RFP requirements will raise serious questions regarding an offeror's performance and may be grounds to eliminate the proposal from further consideration for tentative contract award.

L.2.2 The Offer. The offer as defined by FAR 2.101 includes both the written submission and oral presentation. The submission of the documentation specified below and the oral presentation to the Government Source Selection Evaluation Board (SSEB) will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed firm fixed price/time and material portion of the award.

L.2.3 These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

L.2.4 It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical and price proposals in their initial proposal submission. If the Contracting Officer perceives that an offer or tender is materially deficient, the Contracting Officer shall ensure that the offeror or tender receives a deficiency notice. The Contracting Officer shall afford the offeror or the tender a specific number of days (to be identified in the notification of deficiency) to address the material deficiency and, if necessary, to revise and recertify the tender or offer.

L.2.5 Offers shall consist of four (4) separate proposal volumes: Cost, Management, Technical, and Past Performance/Experience. However, per OMB Circular A-76, Attachment B, the Agency Tender is not required to include a labor strike plan, licensing or other certifications, and past performance information with their proposal. The Agency Tender will, however, be required to submit Section B of this solicitation with their Cost Proposal.

L.2.6 All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instruction to Offerors-Competitive Acquisition.

### L.3 ADVISORS:

L.3.1 Offerors are advised that employees of the firms identified below may serve as technical advisors to the Source Selection Evaluation Board in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on this acquisition and from rating and ranking of proposals or recommending the selection of a source.

- a. Logistics Management Institute (LMI), 2000 Corporate Ridge, McLean, VA 22101-7805,
- b. Interactive Technologies Group, Inc. (ITG), 4440 North Brady Street, Davenport, IA
- c. BAE Systems Analytical Solutions, Inc., 308 Voyager Way, Huntsville, AL 35806

L.3.2 In accomplishing their duties related to the source selection process, the aforementioned firms may require access to propriety information contained in the offeror's proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal.

L.3.3 Additionally, representatives from these firms have been retained to assist the U.S. Army Corps of Engineers in planning and implementing the A-76 Competitive Sourcing program for this competition. Each of these entities and their subcontractors are precluded from working with prospective service providers on their submissions for this A76 competition.

## PROPOSAL PREPARATION INSTRUCTIONS

### L.4 GENERAL PROPOSAL INFORMATION

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. All solicitation amendments must be acknowledged in accordance with Section L, FAR

52.215-1, Instructions to Offerors – Competitive Acquisitions. The proposal shall be submitted in four (4) volumes as follows:

VOL	TITLE	HARD COPIES	DISC/ CD ROM	PAGE LIMITATION
I	COST/CONTRACT	Original + three (3)	1	No Page Limitation
II	MANAGEMENT	Original + four (4)	1	50 pages to include resumes
III	TECHNICAL	Original + four (4)	1	Total of 150 pages for these two volumes.
IV	PAST PERFORMANCE/ EXPERIENCE	Original + four (4)	0	

L.4.1. Proposal Format: Each volume of the proposal shall be submitted in three ring binders (Management, Technical, and Past Performance/Experience volumes can be combined in one 3-ring binder as long as they are tabbed for each evaluation factor) and organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate “Table of Contents” that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Electronic copy of the Cost/Contract Volume shall be submitted on a CD-ROM using either Microsoft Word and/or Excel. The Cost Disks shall not be in “read only” format and any spreadsheets shall be unlinked as to allow for adjusting during the cost realism analysis. No worksheets shall be hidden. All disks shall be virus checked prior to submission. Replacement disks/CD ROMs may be required to update the final proposal resulting from communications, if any. Electronic copies for the Management and Technical volumes shall be submitted on a CD ROM using the Microsoft Office Suite of Word, Excel, and/or Power Point, as applicable. Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted. Cost/Contract information shall not be included in the Technical/Management Proposals and the proposal shall not exceed the specified length regardless of the reason. All text shall be single spaced and printed black on white paper (black on white requirement does not apply to graphics, photos, etc., company stationary and logo’s are acceptable). The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. Cross-references should be utilized to preclude unnecessary duplication of data between sections.

L.4.2 Proposal Limitation: The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor’s proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

L.4.3 Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawing, etc.

L.4.4 Page Limit Does Not Include: Covers for volumes, tables of contents, indices, title pages, cross-reference indices, and section divers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted.

L.4.5 What Counts as a Page: Pages containing text shall be typewritten, on 8-1/2 x 11” paper; however, in case drawings or other graphics are submitted, they should be reduced only to extent legibility is not lost. Fold-outs will be counted as the appropriate number of pages based on an 8-1/2 x 11” sheet of paper. A page printed on both sides will be counted as two pages. Submissions shall be Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of the pages, the Government may exercise its own discretion in counting pages.

L.4.6 Exceptions/Assumptions. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, clearly indicate each such exception in the appropriate volume along with a complete explanation of why the exception was taken and what benefit accrues to the Government. All substantive exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be identified as

such and consolidated into an overview section of the subject volume. An overview section is only required if the offeror takes exception to any requirement in the solicitation. In the event the offeror takes no exception to the stated requirements, a statement to this effect shall be included in the subject volume.

## L.5 VOLUME 1 - THE CONTRACT PRICING PROPOSAL

L.5.1 General: The offeror shall provide the following information: a completed SF-33, Section B, Section K, and all data required making the assessments of realism, completeness, and reasonableness set forth in Section M. The cost portion of this volume shall consist of the offeror's escalated estimated costs and associated fees to successfully complete the proposed work identified in the RFP and delineated in the offeror's proposal.

L.5.1.1 The figures shall be presented with all costs escalated in the out-years. For those employees subject to the Service Contract Act (SCA), the offeror shall indicate the wages escalation for each option year. This instruction does not apply to the Agency Tender Official.

L.5.1.2 Offerors shall ensure that no pricing information is displayed in the Management and Technical Volumes.

L.5.1.3 The Cost Proposal has no page limitation; however, our goal is to keep the Cost Proposal to as low a page count as necessary for offerors to satisfy the cost evaluation requirements. All final monetary extensions shall be in whole dollars only.

L.5.1.4 The Cost/Contract Volume shall be organized as follows and contain the identified information:

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, SF-33 – The SF 33 shall be submitted fully completed. The offeror is cautioned that the SF-33 must contain an original signature in block 17 of the form. The offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF-33.

TAB C, Section B (Supplies or Services and Price/Costs) – SECTION B shall be submitted fully completed and error free. It shall contain the offeror's costs for the established Contract Line Items (CLINS) and SubCLINS set forth in that section. The offeror is cautioned to complete all blanks to identify any CLIN not priced as "Not Separately Priced" or "N/A" as applicable.

TAB D, Section K (Representatives, Certifications, and Other Statements of Offerors) – The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

TAB E, Disclosure of Potential Conflict of Interest - The Agency Tender Official is excluded from submittal of this requirement. Offerors or their subcontractors, who are providing services to the installations directly, or in support of an element of ERDC, or through a subcontractor, need to identify the following:

- Contract Purchase Order or IMPAC purchase for the services.
- Government POC and phone number/email address
- Any disqualification or organizational conflict of interest provision included in a current contract that could affect participation in this acquisition.
- Company POC and phone number/email address.
- Brief description of services.

## L.6 VOLUME II - MANAGEMENT PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)



L.6.1 The Management Volume will be presented to the Government in the form of an Oral Presentation to the Source Selection Evaluation Board (SSEB). The only written documentation submitted for this volume is the slides to be used in the Oral Presentation. The hardcopy of the slides submitted may contain notes at the bottom of each slide, providing additional information regarding the content to be briefed. Notes must be contained on the same slide and may not continue on any additional pages. The Oral Presentation slide package shall be submitted with the offeror's proposal and is subject to the provisions of FAR Clause 52.215-1, Instruction to Offerors. The package shall include a listing of the names, firms, and position titles of all presenters. Emphasis should be placed on readability and substance versus style. The Government will not accept for evaluation any additional documentation (such as procedures manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation. The Government will videotape each offeror's presentation. One copy of the videotape will be provided to the offeror.

L.6.2 Government personnel attending the Oral Presentation will consist of the Contracting Officer, other contracting office staff, as necessary, and members of the SSEB. Only voting members of the SSEB will evaluate and rate the presentations.

L.6.3 Schedule for presentation. Presentations will be scheduled as soon as practicable after the closing date for receipt of proposals. Offerors will be given a minimum of one (1) week notice prior to commencement of their presentation. The order in which offerors will make their presentations to the Source Selection Evaluation Board will be determined by a lottery drawing by the Contracting Officer after receipt of proposals. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

L.6.4 Form of Presentations. Offerors will make their Oral Presentations in person to the Source Selection Evaluation Board. Submission of videotapes, viewgraphs, or other forms of media containing the presentation for evaluation in lieu of an Oral Presentation is not authorized, and such proposals shall be rejected. The Government will provide a screen suitable for projecting slides or overhead transparencies, etc., a flip chart pad, easel, and markers. The offeror is responsible for providing, setting up and removing any equipment used for the presentation that is not specified herein. The offeror shall arrive at the presentation site in sufficient time to accommodate any set-up required.

L.6.5 Time Allowed for Presentations. Each offeror will have a maximum of two (2) hours in which to make its presentation to the Source Selection Evaluation Board. The two hour time frame is inclusive of contractor introductions and presentation. Government requests for clarification will occur at the end of the presentation. The time for Government clarifications will not be included in the two hour presentation time.

L.6.6 Documentation. The oral presentation slide package must be structured to provide an overview of the following:

L.6.6.1 Address program management by presenting an organizational chart and supporting rationale portraying your business structure and proposed organization for managing this requirement. Specifically discuss approaches/methods/innovations and how your management and organization structure represents the functional areas of the PWS. Presentation must define each organizational element, the direct lines of control, key personnel, responsibilities, functional relationships, the authority between the program management office and the contractor's other organizational elements, and policies and management methods to assure performance and responsiveness to the requirements of the PWS.

L.6.6.2 Key Personnel Qualifications. The oral presentation shall furnish the qualifications on the personnel identified by the offeror as "Key Personnel." (See Key Personnel provision in Section H). The qualifications submitted shall address at minimum education, professional experience, specific experience, professional awards and other relevant activities and achievements. **NOTE: The Agency Tender Official shall**

**submit Position Descriptions only in lieu of resumes for each of its key positions.** For each person proposed, the offeror shall provide the following additional information:

If the individual is being proposed for other positions in response to other solicitations;  
If the individual is assigned to other major projects and how they will be made available for this effort;  
If the individual, if not employed by the offeror at the time of the submittal, has given the offeror a firm commitment to accept the position, if the offeror is awarded the contract.

In the event the offeror becomes aware that key personnel have become unavailable as proposed, qualifications of replacement individuals(s) shall be submitted to the Government for consideration. A written narrative explaining the reasons for the change shall accompany the qualifications. Any changes in personnel may affect the overall evaluation if the qualifications and/or experience of the replacement employee are determined to be different from the original submission.

L.6.7 Offeror's Oral Presentation Team. Only members of the offeror's or subcontractor's in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the Program Manager, but who are not currently employed by the offeror/subcontractor, may participate in the presentation. For any portion of the work to be subcontracted out, members of the subcontractor's staff shall make that portion of the presentation relating to the work its firm will be performing. Within those constraints, offerors shall have the option of selecting the participants to make their firm's oral presentation to the Government Source Selection Evaluation Board.

L.6.8 Requests for Clarification of Oral Presentation Points.

L.6.8.1 Upon completion of the oral presentation, the Source Selection Evaluation Board will evaluate the presentation to determine areas that require clarification. The question and answer session will be to clarify any area of the Oral Presentation that is not clear to the Source Selection Evaluation Board. Neither the presentation nor any associated session will constitute negotiations within the meaning of FAR 15.306(d), will not obligate the Government to determine a competitive range, conduct discussions, or solicit/entertain revised offers. The Q&A session will be used to clarify any area of the oral presentation that is not clear to the Source Selection Evaluation Board (SSEB) members.

L.6.8.2 Offerors will have until 4:00p.m. E.T. on the 3<sup>rd</sup> business day following the conclusion of the oral presentation to submit further clarifications and responses to questions, not to exceed 25 pages, to the contract specialist listed on the front of the SF-33, block 10. The final submittal document must be signed by the offeror's principal members and be submitted in a clearly identified original hardcopy version (original plus four copies), and provided electronically on a CD-ROM. Blank tab pages do not count toward the 25-page count. Submissions shall be in Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins.

L.7 VOLUME III – TECHNICAL PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)

L.7.1 The Technical Volume shall be organized and contain the following information.

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, Phase-In Plan - A draft in accordance with PWS requirements shall be submitted for Government use in contractor evaluation.

TAB C, Quality Control Plan - A draft plan in accordance with the Quality Control Program listed in the PWS requirements shall be submitted for Government use in contractor evaluation.

TAB D, Technical Approach including Staffing Plan - The Staffing Plan, without cost information. The staffing plan must clearly depict the total number of productive man-hours and associated Full Time Equivalents (FTE's) for each proposed labor category. All cross utilization of the labor force shall be clearly explained and depicted.

L.7.2 The Technical Volume shall be in written format. It shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in Section M of this solicitation. ***The offeror's proposal shall address task requirements to the fourth level of the WBS/PWS (i.e., offeror will address how they will perform the work in the PWS down to the fourth level of the WBS/PWS).*** The volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS, including Contract Data Requirements List (CDRL) preparation and submission. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS.

L.7.3 To facilitate evaluation, the Technical Volume shall be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the accomplishment of the effort. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors should note that only data submitted with this proposal shall be considered. Therefore, such data should not be relied upon nor incorporated in the Technical Volume by reference.

L.7.4 The Technical Volume shall address how tasks in each functional area (except Quality Control – see below) of the PWS will be accomplished by addressing how you will be organized and staffed along with specifically describing how work will be scheduled (including use of any automated systems or workloading procedures), proposed work processes and outputs, process interfaces, innovations, assumptions of support, and cross-utilization training and plans. For depicting manpower, provide a staffing plan (manpower matrices) showing the proposed total overall manning by work years and labor category for each functional area and supervisory level. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.7.5 For the Quality Control program, the technical volume shall explain the offeror's philosophy, methods, and techniques to ensure quality and consistency of effort in the performance of the PWS. The offeror shall include details of the proposed quality control plan including training, inspection system, corrective measures, and documentation, including notifying the Government COR, within one business day, when a specific PWS performance standard is not met, why the performance standard was not met, corrective action taken, and how they will prevent future occurrences. Describe the organizational freedom to identify and evaluate quality problems/discrepancies, to provide recommended solutions, and ensure corrective action is taken. Provide manpower matrices for the Quality Control functional area. Matrices are required to show the proposed total overall manning by work years and labor category for the QC functional area. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

## L.8 VOLUME IV – PAST PERFORMANCE/PAST EXPERIENCE

L.8.1 Each offeror shall submit a past performance volume with its proposal in accordance with the format contained in the below paragraphs with the exception of the Agency Tender, who is excluded from this submission.

L.8.2 The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 36 months for the submitted data. To illustrate the offeror's past performance, the following documentation shall be submitted to the location identified on the Standard Form 33 (responses are limited to two pages per contract):

L.8.2.1 The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity. The submittal shall include rationale on how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Non-Government contracts may be used if Government contracts are not available. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type.
- Price/Cost - original awarded AND final (or projected final, if contract is current).
- Delivery Schedule - original AND final (or projected final, if the contract is current).
- Address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable).
- Name, telephone number, fax number and e-mail address for the following:
  - Procuring Contracting Officer (PCO)
  - Administrative Contracting Officer (ACO)
  - Government or commercial contracting activity technical representative or COR
- Identify any disqualification and/or organizational conflict of interest provisions included in a current contract that could have a potential to affect your participation in this acquisition.
- Identify in specific detail for each contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation. In determining relevancy, consideration should be given but not limited to such things as product/service similarity, product/service, size and complexity, contract type, contract environment, division of company proposing, and subcontractor interaction.
- A narrative explanation on each contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence.
- A copy of any cure notices or show cause letters received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor.
- The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.8.2.2 The offeror shall provide the required information concerning termination actions. The information and format at paragraph L.6.2.1, above, shall be submitted for ALL contracts it has had terminated, in whole or in part, for default during the past 3 years and any contracts which are currently in the process of such termination. This information is required for any contract, similar or not to the proposed effort.

L.8.2.3 Offerors may submit data on prior contracts involving its officers and/or personnel proposed for this action. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

L.8.2.4 Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more) and/or in terms of criticality of the subcontracted work to the whole. With regard to prime contract assignments that will be performed by you and not a proposed subcontractor, you shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort?
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

L.8.2.5 Offerors shall include in their proposal the written consent of these proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during any discussions.

L.8.2.6 Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as "neutral." If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal.

L.8.3 For the contracts identified in accordance with paragraph (2) above, the offeror shall ensure that the documentation below is supplied by the evaluating agency to the Contracting Officer by solicitation closing date (it is the offeror's responsibility to follow up with the evaluating agency to ascertain if the required information has been forwarded prior to the established closing date). However, the Government reserves the right to accept these questionnaires up until the point of completion of the Source Selection Evaluation Board's initial evaluation.

L.8.3.1 The Past Performance Questionnaire attached in Section J shall be used. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services, preferably DPW, related operations, within the past thirty-six (36) months. Each significant subcontractor (subcontracts of \$500,000 or more) proposed for this effort shall also provide the past performance questionnaire from a minimum of three (3) references. The offeror shall inform each evaluator that the U.S. Army Corps of Engineers, Baltimore District shall use their response in the evaluation of Past Performance for solicitation W912DR-05-R-0002.

L.8.3.2 The evaluating agency may submit the completed questionnaire by mail, electronic mail or facsimile transmission. All telefaxed or e-mailed transmissions must be forwarded by the evaluating activity. Confirmation that the transmission came from the evaluating agency must be obtainable. The telephone number of the telefaxed transmission or e-mail address will suffice as confirmation that the transmission was forwarded from the evaluating agency.

1. Mail transmittal. The completed questionnaire shall be returned to:

U.S. Army Engineer District, Baltimore  
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)  
PO Box 1715, CENAB-CT  
Baltimore, MD, 21203-1715

2. Electronic mail transmittals. The completed questionnaire may be e-mailed to: cathey.robertson@nab02.usace.army.mil

3. Faxed transmittals. The completed questionnaire may be submitted to:

US Army Engineer District, Baltimore  
Telefax: (410) 962-2663  
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)

L.8.4 No submittals (mailed, e-mailed, or faxed) will be accepted from the offeror being evaluated. The offeror shall verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

L.8.5 All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance/past experience who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no past performance/past experience, they will be rated as “neutral.”

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

EVALUATION FACTORS FOR A76**BASIS FOR SELECTION OF SUCCESSFUL OFFER OR AGENCY TENDER**

(a) Lowest Price Technically Acceptable Source Selection: The evaluation will determine which offer or tender is technically acceptable with the lowest total proposed price deemed reasonable and realistic. The evaluation criteria contained herein (see Factors to be Evaluated) shall be used to make that determination. The successful offeror's (including public reimbursable and agency tenders) proposal must receive an **overall** rating of "technically acceptable" once all factors and subfactors have been assessed. For purposes of evaluation, factors and subfactors designated for assessment, with the exception of cost, will be assigned adjectival ratings as listed and defined below:

"Technically Acceptable" is defined as any proposal which can be awarded "as is" and contains few, if any, minor weaknesses. It meets or exceeds the Government's minimum needs and the Government is confident that the offeror can successfully perform the services.

"Technically Unacceptable" is defined as any proposal that contains major weaknesses which prohibit successful contract performance and/or could only become eligible for award if it were substantially revised. It does not meet the Government's requirements and the Government has no confidence that the offeror can successfully perform the services.

"Neutral" is defined as an offeror without a record of relevant past performance or for whom information on past performance is not available. In this case the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance/Experience Factor.

(b) The Government will review the offeror's cost proposal to determine, completeness, reasonableness and cost realism.

(c) It is the Government's intent to award without discussions. However, IAW FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified IAW with FAR Part 15.503. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306 (c)(2). Offerors are urged to reflect their best possible potential costs, since less than the best potential costs could result in exclusion of the proposal from further consideration.

(d) Offerors are reminded that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must not merely "parrot" back the contractual requirements, but must provide convincing evidence in support of any conclusion statements relating to promised performance. The offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies resulting from the offeror's lack of understanding of the nature and scope of the work required may be grounds for rejection of the proposal.

**EVALUATION CRITERIA**

An evaluation of all offers and tenders will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and sub-factors. A proposal must first be determined to be "technically acceptable" to be

considered for award, and then cost becomes the controlling factor among those proposals rated technically acceptable. There will be no ranking or scoring of proposals. Each factor and subfactor will be given a rating of "technically acceptable," "technically unacceptable," or "neutral", with the exception of cost. The individual members of the SSEB will evaluate each proposal (both oral and written elements) in relation to each factor, and then the board will give a consensus rating. Each factor, with the exception of cost, will receive a rating, and then there will be an overall roll-up rating of the proposal as a whole. The overall evaluation of the offeror's technical capability to perform shall be based on all the evaluation factors stated below

### **FACTORS TO BE EVALUATED**

The technical proposals will be evaluated against four (4) evaluation factors: Technical, Management, Past Performance, and Past Experience. All factors are of equal importance. A price analysis and cost realism will be conducted on all cost proposals.

(a) Technical Factor: Subfactors to be evaluated under Technical include the following. All subfactors are of relatively equal importance.

(1) Phase-In Plan - Does the Phase-In Plan demonstrate a thorough and clear plan for phase-in with a high probability for success? Does the offeror present an adequate plan for recruiting and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract?

(2) Does the offeror provide a clear and easily understood staffing plan that provides sufficient detail to determine that the offeror can provide a sufficiently skilled and adequate work force (including any cross-utilization of personnel proposed) to perform all the requirements, including workload surges and after duty hours requirements?

(3) Does the offeror provide an adequate description of each functional area including the identification of major work processes, process interfaces, and the outputs of these processes? Does the offeror's technical approach ensure efficient, quality, and timely performance?

(4) Does the offeror adequately describe how work will be scheduled, to include employment of any automated systems or workloading procedures?

(5) Quality Control - Does the offeror's Quality Control Plan describe the relationship between his quality control personnel and the proposed organization including reporting requirements? Is the offeror's Quality Control Plan practical, consistent with quality concepts, and provide for an effective measure of contract performance? Does the plan include feedback mechanisms and corrective action methods?

(b) Management Factor: Subfactors to be evaluated under Management include the following. All subfactors are of relatively equal importance.

(1) Organizational Structure. Does the offeror adequately address interfaces between project management and administration and the functional areas? Does the offeror adequately address interfaces between functional areas?

(2) Does the offeror propose adequate management procedures for monitoring and analyzing performance indicators necessary to ensure timely quality work and cost control?

(3) Staffing and Key Personnel - Do the resumes submitted for key personnel adequately meet the requirements of the PWS including certification requirements? NOTE: Agency Tender is only required to submit Position Descriptions in lieu of resumes for each of its key positions.



(c) Past Performance – Does the offeror's relevant past performance history indicate a pattern of conformance to contract requirements? Does the offeror demonstrate cost control experience under contracts similar in type and complexity to that contemplated by this solicitation? **The Agency Tender is exempt from this evaluation factor and shall not submit any past performance data.**

(d) Past Experience - Does the offeror's management team displays the depth and breadth of experience necessary to demonstrate a satisfactory history of performance relative to the solicitation requirements? **The Agency Tender is exempt from this evaluation factor and shall not submit any past experience data.**

(e) Cost Factor: Price will not be evaluated with a rating system. The government will assess price for completeness, reasonableness, and realism. Further, proposals will be evaluated by utilizing the OMB mandated COMPARE software for A-76 competitions. An evaluation will be performed on the total proposed price, to include phase-in, basic performance period, and all option years. The price analysis will be an Independent Government review and evaluation of each offerors proposed price for completeness, reasonableness, and cost realism.

(f) Performance Decision: The basis for award is Lowest Price/Technically Acceptable. The performance decision shall be based on the lowest price of all offers and tenders determined to be technically acceptable. The Contracting Officer shall sign the Standard Competition Form (SCF) and the Source Selection Authority (SSA) shall certify the SCF, in accordance with Attachment C of the OMB Circular No. A-76 (May 29, 2003). The SSA makes the performance decision by certifying the SCF.